

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In Re:

BIG LOTS, INC., *et al.*,

Debtors¹.

Chapter 11

Case No.: 24-11967 (JKS)
(Jointly Administered)

Objection Deadline: February 3, 2025 at 4:00 pm (EST)
Hearing Date: February 26, 2025 at 10:30 am (EST)

**DECLARATION OF YUAN HUANG IN SUPPORT OF HOME CREATIONS INC.'S MOTION
FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIM**

I, Yuan Huang, am over the age of 18 and have personal knowledge of all facts stated herein and in support of Home Creation Inc.'s Motion for Allowance and Payment of Administrative Claim.

1. I am Yuan Huang at Home Creation Inc. ("HCI"), a creditor of the above-captioned Debtors.

2. The following facts are within my personal knowledge unless I otherwise state, and if called as a witness in this matter, I can and will competently testify to them.

3. HCI has been working with Big Lots since at least 2021.

4. From August 2024 to October 2024, the Debtors placed post-petition orders for goods through a series of Purchase Orders (together with all amendments, exhibits, schedules, attachments and other integrated documents, the "Agreement").

5. HCI has delivered the goods but has not been paid for pursuant to the terms of the Agreement.

6. HCI delivered goods with an aggregate purchase price and value of no less than

¹ The debtors and debtors in possession in these chapter 11 cases (hereafter, "Debtors") are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277).



US\$1,474,964 to the Debtors in the normal course of business post-petition for which payment is now
US\$1,474,964 overdue and remains outstanding. A summary of account for post-petition
amounts owed by the Debtors to HCI is attached hereto as **Exhibit A**.

I declare under penalty of perjury under the laws of the United States that the foregoing is true
and correct. Executed on this 23rd day of January, 2025 at Shanghai, China.


Yuan Huang



EXHIBIT A

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EXHIBIT A
**SUMMARY OF OUTSTANDING POST-PETITION INVOICES OWED BY BIG LOTS
TO HOME CREATIONS INC.**

| Invoice Number | Customer Name | Supplier Reference | Invoice Date | Invoice Value | Payment Due Date | PO NO |
|------------------|---------------------|--------------------|--------------|----------------|------------------|----------|
| S202410230015 | Big Lots Stores LLC | 5005944 | 2024-11-18 | \$11,277.00 | 2024-12-20 | 95642972 |
| S202410230013 | Big Lots Stores LLC | 5005944 | 2024-11-18 | \$11,277.00 | 2024-12-20 | 95602143 |
| S202410230014 | Big Lots Stores LLC | 5005944 | 2024-11-18 | \$22,554.00 | 2024-12-20 | 95642973 |
| S202410280005 | Big Lots Stores LLC | 5005944 | 2024-11-18 | \$25,735.50 | 2024-12-20 | 95602142 |
| S202410250011 | Big Lots Stores LLC | 5005944 | 2024-11-18 | \$12,883.50 | 2024-12-20 | 95602141 |
| S202410230012 | Big Lots Stores LLC | 5005944 | 2024-11-18 | \$24,223.50 | 2024-12-20 | 95602142 |
| S202411120001 | Big Lots Stores LLC | 5005944 | 2024-11-19 | \$12,883.50 | 2024-12-20 | 95602141 |
| S202410230022 | Big Lots Stores LLC | 5005944 | 2024-11-21 | \$22,554.00 | 2024-12-20 | 95602151 |
| S202410230021 | Big Lots Stores LLC | 5005944 | 2024-11-21 | \$38,745.00 | 2024-12-20 | 95602150 |
| S202410280001 | Big Lots Stores LLC | 5005944 | 2024-11-22 | \$36,981.00 | 2024-12-20 | 95602150 |
| S202410230009 | Big Lots Stores LLC | 5005944 | 2024-11-18 | \$33,374.00 | 2024-12-20 | 95588248 |
| S202410230011 | Big Lots Stores LLC | 5005944 | 2024-11-22 | \$12,883.50 | 2024-12-20 | 95602141 |
| S202410230020 | Big Lots Stores LLC | 5005944 | 2024-11-21 | \$51,502.50 | 2024-12-20 | 95602149 |
| S202410230025 | Big Lots Stores LLC | 5005944 | 2024-11-22 | \$62,775.00 | 2024-12-20 | 95573222 |
| S202410230010 | Big Lots Stores LLC | 5005944 | 2024-11-26 | \$44,366.00 | 2024-12-27 | 95578601 |
| S202410230023 | Big Lots Stores LLC | 5005944 | 2024-11-26 | \$20,734.00 | 2024-12-27 | 95642947 |
| S202411060017-01 | Big Lots Stores LLC | 5005944 | 2024-11-28 | \$3,080.00 | 2024-12-27 | 95575145 |
| S202411060017-02 | Big Lots Stores LLC | 5005944 | 2024-11-28 | \$12,816.00 | 2024-12-27 | 95637664 |
| S202410230029 | Big Lots Stores LLC | 5005944 | 2024-11-27 | \$34,380.00 | 2024-12-27 | 95647144 |
| S202410230027 | Big Lots Stores LLC | 5005944 | 2024-11-27 | \$41,850.00 | 2024-12-27 | 95573224 |
| S202410230028 | Big Lots Stores LLC | 5005944 | 2024-11-27 | \$20,925.00 | 2024-12-27 | 95642943 |
| S202410230024 | Big Lots Stores LLC | 5005944 | 2024-11-27 | \$55,632.00 | 2024-12-27 | 95578600 |
| S202411060015 | Big Lots Stores LLC | 5005944 | 2024-11-26 | \$18,480.00 | 2024-12-27 | 95575145 |
| S202411060016 | Big Lots Stores LLC | 5005944 | 2024-11-26 | \$18,480.00 | 2024-12-27 | 95575145 |
| S202411060013 | Big Lots Stores LLC | 5005944 | 2024-11-26 | \$18,480.00 | 2024-12-27 | 95575146 |
| S202410230017 | Big Lots Stores LLC | 5005944 | 2024-11-26 | \$55,440.00 | 2024-12-27 | 95575146 |
| S202410230008 | Big Lots Stores LLC | 5005944 | 2024-11-26 | \$66,102.00 | 2024-12-27 | 95578599 |
| S202410230026 | Big Lots Stores LLC | 5005944 | 2024-12-5 | \$125,550.00 | 2025-1-3 | 95573223 |
| S202411150001 | Big Lots Stores LLC | 5005944 | 2024-12-10 | \$89,320.00 | 2025-1-10 | 95575145 |
| S202410230016 | Big Lots Stores LLC | 5005944 | 2024-12-10 | \$36,960.00 | 2025-1-10 | 95575145 |
| S202410230019 | Big Lots Stores LLC | 5005944 | 2024-12-10 | \$107,360.00 | 2025-1-10 | 95642946 |
| S202410230018 | Big Lots Stores LLC | 5005944 | 2024-12-10 | \$110,880.00 | 2025-1-10 | 95575147 |
| S202411150004 | Big Lots Stores LLC | 5005944 | 2024-12-10 | \$73,920.00 | 2025-1-10 | 95575146 |
| S202411150003 | Big Lots Stores LLC | 5005944 | 2024-12-10 | \$55,440.00 | 2025-1-10 | 95575146 |
| S202410250010 | Big Lots Stores LLC | 5005944 | 2024-12-10 | \$34,048.00 | 2025-1-10 | 95578611 |
| S202410250008 | Big Lots Stores LLC | 5005944 | 2024-12-10 | \$51,072.00 | 2025-1-10 | 95578605 |
| | | | Total Amount | \$1,474,964.00 | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230008

Invoice Date.: November 19, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB SHANGHAI

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: AIN SNAN EXPRESS / 034E

Port of Loading: SHANGHAI

Ship on or about: November 24, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : FANU1735233, TCLU6422378, TCNU4656754

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95578599 | 1,100 EA | 18.500/EA | 20,350.000 |
| SKU No.: 810775880 | 275 CTNS | | |
| 24IN SQUARE STEEL SLAT FOLDING TABLE | No. of Pallet: | | |
| HTS Code.: 9403200050 | | | |
| P/O No.: 95578599 | 301 EA | 42.000/EA | 12,642.000 |
| SKU No.: 810776668 | 301 CTNS | | |
| HELENA SQUARE LAMINATED DINING TABLE | No. of Pallet: | | |
| HTS Code.: 9403200050 | | | |
| P/O No.: 95578599 | 301 EA | 110.000/EA | 33,110.000 |
| SKU No.: 810776681 | 301 CTNS | | |
| HELENA 4PK CUSHION DINING CHAIRS | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <div>Manufacturer Name & Address</div> <div>JIANGSU HONGBO HOME GOODS CO. LTD NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN NANTONG,, JIANGSU 226600, CHINA</div> | | | |
| Total: (877 CTNS) | | 1,702 | 66,102.000 |
| TOTAL (USD) DOLLARS : SIXTY-SIX THOUSAND ONE HUNDRED TWO ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
FANU1735233/HLK0972182/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
FANU1735233/HLK0972182/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95578599
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230008

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: AIN SNAN EXPRESS / 034E

Ship on or about: November 24, 2024

Invoice Date.: November 19, 2024

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : FANU1735233, TCLU6422378, TCNU4656754

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|--------------------------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95578599 | 1,100 EA | 6,957.50 | 7,755.00 | 40.000 |
| SKU No.: 810775880 | 275 CTNS | | | |
| 24IN SQUARE STEEL SLAT FOLDING TABLE | No. of Pallet: | | | |
| HTS Code.: 9403200050 | | | | |
| P/O No.: 95578599 | 301 EA | 6,381.20 | 7,675.50 | 30.000 |
| SKU No.: 810776668 | 301 CTNS | | | |
| HELENA SQUARE LAMINATED DINING TABLE | No. of Pallet: | | | |
| HTS Code.: 9403200050 | | | | |
| P/O No.: 95578599 | 301 EA | 8,668.80 | 10,715.60 | 126.000 |
| SKU No.: 810776681 | 301 CTNS | | | |
| HELENA 4PK CUSHION DINING CHAIRS | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (877 CTNS) | 1,702 | 22,007.50 | 26,146.10 |
| | | | 196.000 | |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA

Container No./Seal/Size:
FANU1735233/HLK0972182/40H
TCLU6422378/HLK0972221/40H
TCNU4656754/HLK0972246/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA

Container No./Seal/Size:
FANU1735233/HLK0972182/40H
TCLU6422378/HLK0972221/40H
TCNU4656754/HLK0972246/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

PO#95578599
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SHA-2402599**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **SHANGHAI** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
S202410230008

Dated: **November 19, 2024**

Date of Receipt of Cargo
November 19, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95578599
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY


SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
FANU1735233 SEAL# HLK0972182 40H DRY
TCLU6422378 SEAL# HLK0972221 40H DRY
TCNU4656754 SEAL# HLK0972246 40H DRY

OUTDOOR FURNITURE AS PER PO#95578599

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

877 CARTONS 196.000 CBM 26,146.10 KGS
=====

"FREIGHT COLLECT"
SHIPMENT PER S.S. "AIN SNAN EXPRESS" VOY NO. 034E DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT November 29, 2024. CARGO RECEIVED ON November 19, 2024.

| | | | |
|--|--|---|--|
| THIS IS NOT A DOCUMENT OF TITLE | | SHANGHAI November 26, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  As Agent | |
| | | (Authorized Signature) V1 | |



PO # 95578599

Date Created 08/19/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/18/2024
Cancel if not Shipped by: 11/25/2024
Must be Routed by: 10/28/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: SHANGHAI , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

1,702

216,474.99

66,102.00

65.216

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95578599

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|--------|----|--|-------|--------|------------|------------|
| 210 | 810776681 | HELENA 4PK CUSHION | 0.00 | CN | 1 | | 301 | 110.00 | 53,195.73 | 01/06/2025 |
| 21012 | H24S0346K | PTIOSETTBL | | | 1 | | 301 | 66.73 | 105,350.00 | |
| 21012001 | NA | CLOSEOUT | | | | | | 350.00 | 49.506 | 479.90 |
| 1 | 481077668100 | | GRM | 14.884 | E1 | | | | | |
| 210 | 810776668 | HELENA SQUARE LAMIN | 0.00 | CN | 1 | | 301 | 42.00 | 18,743.27 | 01/06/2025 |
| 21012 | H24S7408P | PTIOSETTBL | | | 1 | | 301 | 20.27 | 45,146.99 | |
| 21012001 | NA | CLOSEOUT | | | | | | 149.99 | 58.484 | 246.99 |
| 2 | 481077666809 | | GRM | 3.456 | E1 | | | | | |
| 210 | 810775880 | 24IN SQUARE STEEL S | 0.00 | CN | 4 | | 1,100 | 18.50 | 29,546.00 | 01/06/2025 |
| 21012 | HTMS24BF | FOLDNGFURNITURE | | | 4 | | 275 | 8.36 | 65,978.00 | |
| 21012016 | Real Living | | 045 | | | | | 59.98 | 55.218 | 129.95 |
| 3 | 481077588002 | | GRM | 5.114 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230009

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: WAN HAI A13 / E004

Ship on or about: November 15, 2024

Invoice Date.: November 12, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : HAMU1257580

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95588248 | 1,804 EA | 18.500/EA | 33,374.000 |
| SKU No.: 810775880 | 451 CTNS | | |
| 24IN SQUARE STEEL SLAT FOLDING TABLE | No. of Pallet: | | |
| HTS Code.: 9403200050 | | | |
| <u>Manufacturer Name & Address</u> JIANGSU HONGBO HOME GOODS CO. LTD NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN NANTONG,, JIANGSU 226600, CHINA | | | |
| Total: | (451 CTNS) | 1,804 | 33,374.000 |
| TOTAL (USD) DOLLARS : THIRTY-THREE THOUSAND THREE HUNDRED SEVENTY-FOUR ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
HAMU1257580/HLK0833601/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
HAMU1257580/HLK0833601/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95588248
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230009

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: WAN HAI A13 / E004

Ship on or about: November 15, 2024

Invoice Date.: November 12, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : HAMU1257580

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|--------------------------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95588248 | 1,804 EA | 11,410.30 | 12,718.20 | 65.000 |
| SKU No.: 810775880 | 451 CTNS | | | |
| 24IN SQUARE STEEL SLAT FOLDING TABLE | No. of Pallet: | | | |
| HTS Code.: 9403200050 | | | | |
| Total: | (451 CTNS) | 1,804 | 11,410.30 | 12,718.20 |
| | | | 65.000 | |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
HAMU1257580/HLK0833601/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
HAMU1257580/HLK0833601/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95588248
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SHA-2402545**

| | |
|-------------------|--|
| Maker/Supplier : | HOME CREATIONS INC |
| Buyer/Consignee : | CLOSEOUT DISTRIBUTION, LLC 50 RAUSCH CREEK RD, TREMONT, PA 17981, USA |
| Shipment From : | SHANGHAI To : TREMONT, PA |

| |
|--|
| Maker/Supplier's INVOICE No. S202410230009 |
| Dated: November 12, 2024 |
| Date of Receipt of Cargo November 11, 2024 |

| | | | | |
|--------------|---------------|---------------------------------|--------------------|---------------|
| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|

| | |
|--|--|
| BIG LOTS STORES PO#95588248 SKU# DEPT#210 MADE IN CHINA | NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAY 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CY-CY |
|--|--|

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
HAMU1257580 SEAL# HLK0833601 40H DRY


OUTDOOR FURNITURE AS PER PO#95588248

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

451 CARTONS 65.000 CBM 12,718.20 KGS
=====

TOTAL : FOUR HUNDRED FIFTY-ONE (451) CARTONS ONLY

"FREIGHT COLLECT"
SHIPMENT PER S.S. "WAN HAI A17" VOY NO. E002 DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT November 23, 2024. CARGO RECEIVED ON November 11, 2024.

| | |
|---|---|
| THIS IS NOT A DOCUMENT OF TITLE | SHANGHAI November 18, 2024 |
| The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only. No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.) | (Place and date of issue.) YUSEN LOGISTICS  As Agent (Authorized Signature) V1 |



PO # 95588248

Date Created 08/26/2024
Version: 5
Buyer: INMAN, ANNE
Do Not Ship Before: 11/04/2024
Cancel if not Shipped by: 11/11/2024
Must be Routed by: 10/14/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: SHANGHAI , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

| Units | Retail | Vendor Cost | IMU |
|-------|------------|-------------|--------|
| 1,804 | 108,203.92 | 33,374.00 | 55.218 |

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



| | |
|--|--|
| AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS. | |
| 27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs. | |



OFFICE-COPY

PO#: 95588248

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|-------|----|--|-------|-------|------------|------------|
| 210 | 810775880 | 24IN SQUARE STEEL S | 0.00 | CN | 4 | | 1,804 | 18.50 | 48,455.44 | 12/16/2024 |
| 21012 | HTMS24BF | FOLDNGFURNITURE | | | 4 | | 451 | 8.36 | 108,203.92 | |
| 21012016 | Real Living | | 045 | | | | | 59.98 | 55.218 | 129.95 |
| 1 | 481077588002 | | GRM | 5.114 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230010

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: COSCO SHIPPING ALPS / 040E

Ship on or about: November 26, 2024

Invoice Date.: November 22, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : CAAU6125067, OOLU8777252

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95578601 | 796 EA | 18.500/EA | 14,726.000 |
| SKU No.: 810775880 | 199 CTNS | | |
| 24IN SQUARE STEEL SLAT FOLDING TABLE | No. of Pallet: | | |
| HTS Code.: 9403200050 | | | |
| P/O No.: 95578601 | 195 EA | 42.000/EA | 8,190.000 |
| SKU No.: 810776668 | 195 CTNS | | |
| HELENA SQUARE LAMINATED DINING TABLE | No. of Pallet: | | |
| HTS Code.: 9403200050 | | | |
| P/O No.: 95578601 | 195 EA | 110.000/EA | 21,450.000 |
| SKU No.: 810776681 | 195 CTNS | | |
| HELENA 4PK CUSHION DINING CHAIRS | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <div>Manufacturer Name & Address</div> <div>JIANGSU HONGBO HOME GOODS CO. LTD NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN NANTONG,, JIANGSU 226600, CHINA</div> | | | |
| Total: | | (589 CTNS) 1,186 | 44,366.000 |
| TOTAL (USD) DOLLARS : FORTY-FOUR THOUSAND THREE HUNDRED SIXTY-SIX ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
CAAU6125067/OOLJWG9922/40H
OOLU8777252/OOLJWG9826/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
CAAU6125067/OOLJWG9922/40H
OOLU8777252/OOLJWG9826/40H

Carton Marks And Number

BIG LOTS
STORES

PO#95578601
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230010

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: COSCO SHIPPING ALPS / 040E

Ship on or about: November 26, 2024

Invoice Date.: November 22, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : CAAU6125067, OOLU8777252

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|--------------------------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95578601 | 796 EA | 5,034.70 | 5,611.80 | 29.000 |
| SKU No.: 810775880 | 199 CTNS | | | |
| 24IN SQUARE STEEL SLAT FOLDING TABLE | No. of Pallet: | | | |
| HTS Code.: 9403200050 | | | | |
| P/O No.: 95578601 | 195 EA | 4,134.00 | 4,972.50 | 19.000 |
| SKU No.: 810776668 | 195 CTNS | | | |
| HELENA SQUARE LAMINATED DINING TABLE | No. of Pallet: | | | |
| HTS Code.: 9403200050 | | | | |
| P/O No.: 95578601 | 195 EA | 5,616.00 | 6,942.00 | 82.000 |
| SKU No.: 810776681 | 195 CTNS | | | |
| HELENA 4PK CUSHION DINING CHAIRS | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (589 CTNS) | 1,186 | 14,784.70 | 17,526.30 |
| | | | | 130.000 |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
CAAU6125067/OOLJWG9922/40H
OOLU8777252/OOLJWG9826/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
CAAU6125067/OOLJWG9922/40H
OOLU8777252/OOLJWG9826/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

PO#95578601
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. CNS-SHA-2402620

| | |
|-------------------|---|
| Maker/Supplier : | HOME CREATIONS INC |
| Buyer/Consignee : | DURANT DC, LLC 2306 ENTERPRISE DR, DURANT, OK 74701, USA |
| Shipment From : | SHANGHAI To : DURANT, OK |

Maker/Supplier's INVOICE No.
S202410230010

Dated: November 22, 2024

Date of Receipt of Cargo
November 21, 2024

| | | | | |
|--------------|---------------|---------------------------------|--------------------|---------------|
| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95578601
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
CAAU6125067 SEAL# OOLJWG9922 40H DRY
OOLU8777252 SEAL# OOLJWG9826 40H DRY

OUTDOOR FURNITURE AS PER PO#95578601


SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

589 CARTONS 130.000 CBM 17,526.30 KGS
=====

TOTAL : FIVE HUNDRED EIGHTY-NINE (589) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "COSCO SHIPPING ALPS" VOY NO. 040E DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT November 25, 2024. CARGO RECEIVED ON November 21, 2024.

| | |
|---|---|
| THIS IS NOT A DOCUMENT OF TITLE | SHANGHAI November 26, 2024 |
| The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only. No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.) | (Place and date of issue.) YUSEN LOGISTICS  As Agent (Authorized Signature) V1 |



PO # 95578601

Date Created 08/19/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/18/2024
Cancel if not Shipped by: 11/25/2024
Must be Routed by: 10/28/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: SHANGHAI , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hccreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

1,186

145,242.13

44,366.00

64.872

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95578601

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|--------|----|--|-----|--------|-----------|------------|
| 210 | 810776681 | HELENA 4PK CUSHION | 0.00 | CN | 1 | | 195 | 110.00 | 34,462.35 | 01/06/2025 |
| 21012 | H24S0346K | PTIOSETTBL | | | 1 | | 195 | 66.73 | 68,250.00 | |
| 21012001 | NA | CLOSEOUT | | | | | | 350.00 | 49.506 | 479.90 |
| 1 | 481077668100 | | GRM | 14.884 | E1 | | | | | |
| 210 | 810776668 | HELENA SQUARE LAMIN | 0.00 | CN | 1 | | 195 | 42.00 | 12,142.65 | 01/06/2025 |
| 21012 | H24S7408P | PTIOSETTBL | | | 1 | | 195 | 20.27 | 29,248.05 | |
| 21012001 | NA | CLOSEOUT | | | | | | 149.99 | 58.484 | 246.99 |
| 2 | 481077666809 | | GRM | 3.456 | E1 | | | | | |
| 210 | 810775880 | 24IN SQUARE STEEL S | 0.00 | CN | 4 | | 796 | 18.50 | 21,380.56 | 01/06/2025 |
| 21012 | HTMS24BF | FOLDNGFURNITURE | | | 4 | | 199 | 8.36 | 47,744.08 | |
| 21012016 | Real Living | | 045 | | | | | 59.98 | 55.218 | 129.95 |
| 3 | 481077588002 | | GRM | 5.114 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230011

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB NINGBO

Country of Origin: CHINA

Vessel / Voyage: ZIM MOUNT BLANC / 007E

Ship on or about: November 26, 2024

Invoice Date.: November 22, 2024

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NINGBO

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : MRSU3737003

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95602141 | 818 EA | 15.750/EA | 12,883.500 |
| SKU No.: 810775687 | 409 CTNS | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| Manufacturer Name & Address YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD NO.77 YUGUI ROAD WEST CITY,YONGKANG JINHUA, ZHEJIANG 321300, CHINA | | | |
| Total: | | (409 CTNS) 818 | 12,883.500 |
| TOTAL (USD) DOLLARS : TWELVE THOUSAND EIGHT HUNDRED EIGHTY-THREE AND CENTS FIFTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
MRSU3737003/CN7886057/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
MRSU3737003/CN7886057/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602141
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230011

Invoice Date.: November 22, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB NINGBO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: ZIM MOUNT BLANC / 007E

Port of Loading: NINGBO

Ship on or about: November 26, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : MRSU3737003

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|--------------------------|----------|
| P/O No.: 95602141 | 818 EA | 6,053.20 | 7,198.40 | 66.000 |
| SKU No.: 810775687 | 409 CTNS | | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (409 CTNS) | 818 | 6,053.20 | 7,198.40 |
| | | | | 66.000 |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
MRSU3737003/CN7886057/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
MRSU3737003/CN7886057/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602141
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NBO-2400522**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **NINGBO** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
S202410230011

Dated: **November 22, 2024**

Date of Receipt of Cargo
November 22, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95602141
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
MRSU3737003 **SEAL# CN7886057** **40H DRY**

OUTDOOR FURNITURE AS PER PO#95602141


SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

409 CARTONS **66.000 CBM** **7,198.40 KGS**
=====

TOTAL : FOUR HUNDRED NINE (409) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "ZIM MOUNT BLANC" VOY NO. 007E DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT November 26, 2024. CARGO RECEIVED ON November 22, 2024.

| | | | |
|--|--|--|--|
| THIS IS NOT A DOCUMENT OF TITLE | | NINGBO November 22, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  <div>As Agent</div> | |
| | | (Authorized Signature) V1 | |



PO # 95602141

Date Created 09/06/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/04/2024
Cancel if not Shipped by: 11/11/2024
Must be Routed by: 10/14/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: NINGBO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

| Units | Retail | Vendor Cost | IMU |
|-------|------------|-------------|--------|
| 2,454 | 122,675.46 | 38,650.50 | 45.969 |

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

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4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods unadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95602141

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|-------|----|--|-------|-------|------------|------------|
| 210 | 810775687 | SLING GRAVITY LOUNG | 0.00 | CN | 2 | | 2,454 | 15.75 | 66,282.54 | 12/23/2024 |
| 21012 | HFTS695J | QUADCHAIRS | | | 2 | | 1,227 | 11.26 | 122,675.46 | |
| 21012018 | Real Living | | | | | | | 49.99 | 45.969 | 89.99 |
| 1 | 481077568707 | | GRM | 5.723 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230012

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB NINGBO

Country of Origin: CHINA

Vessel / Voyage: WAN HAI A13 / E004

Ship on or about: November 17, 2024

Container Number (Factory Load) : TGPU5181791, UACU6041180

Invoice Date.: November 13, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NINGBO

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95602142 | 1,538 EA | 15.750/EA | 24,223.500 |
| SKU No.: 810775687 | 769 CTNS | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| Manufacturer Name & Address YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD NO.77 YUGUI ROAD WEST CITY,YONGKANG JINHUA, ZHEJIANG 321300, CHINA | | | |
| Total: | | (769 CTNS) 1,538 | 24,223.500 |
| TOTAL (USD) DOLLARS : TWENTY-FOUR THOUSAND TWO HUNDRED TWENTY-THREE AND CENTS FIFTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
TGPU5181791/HLK0664284/40H
UACU6041180/HLK0629663/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
TGPU5181791/HLK0664284/40H
UACU6041180/HLK0629663/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602142
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230012

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB NINGBO

Country of Origin: CHINA

Vessel / Voyage: WAN HAI A13 / E004

Ship on or about: November 17, 2024

Invoice Date.: November 13, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NINGBO

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : TGPU5181791, UACU6041180

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95602142 | 1,538 EA | 11,381.20 | 13,534.40 | 124.000 |
| SKU No.: 810775687 | 769 CTNS | | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (769 CTNS) | 1,538 | 11,381.20 | 13,534.40 |
| | | | | 124.000 |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
TGPU5181791/HLK0664284/40H
UACU6041180/HLK0629663/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
TGPU5181791/HLK0664284/40H
UACU6041180/HLK0629663/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602142
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NBO-2400514**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **NINGBO** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
S202410230012

Dated: **November 13, 2024**

Date of Receipt of Cargo
November 13, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95602142
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY


SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
TGCU5181791 SEAL# HLK0664284 40H DRY
UACU6041180 SEAL# HLK0629663 40H DRY

OUTDOOR FURNITURE AS PER PO#95602142

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

769 CARTONS 124.000 CBM 13,534.40 KGS
=====

"FREIGHT COLLECT"
SHIPMENT PER S.S. "WAN HAI A13" VOY NO. E004 DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT November 17, 2024. CARGO RECEIVED ON November 13, 2024.

| | | | |
|--|--|---|--|
| THIS IS NOT A DOCUMENT OF TITLE | | NINGBO November 18, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  As Agent | |
| | | (Authorized Signature) V1 | |



PO # 95602142

Date Created 09/06/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/04/2024
Cancel if not Shipped by: 11/11/2024
Must be Routed by: 10/14/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: NINGBO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hccreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

3,172

158,568.28

49,959.00

45.969

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer' efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer' sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-andcompliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. **Assignment & Subcontracting.** Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. **Entire Agreement.** The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. **No Third-Party Beneficiaries.** Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95602142

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|-------|----|--|-------|-------|------------|------------|
| 210 | 810775687 | SLING GRAVITY LOUNG | 0.00 | CN | 2 | | 3,172 | 15.75 | 85,675.72 | 12/16/2024 |
| 21012 | HFTS695J | QUADCHAIRS | | | 2 | | 1,586 | 11.26 | 158,568.28 | |
| 21012018 | Real Living | | | | | | | 49.99 | 45.969 | 89.99 |
| 1 | 481077568707 | | GRM | 5.723 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230013

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB NINGBO

Country of Origin: CHINA

Vessel / Voyage: OOCL EGYPT / 064E

Ship on or about: November 17, 2024

Container Number (Factory Load) : CSNU4018060

Invoice Date.: November 13, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NINGBO

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95602143 | 716 EA | 15.750/EA | 11,277.000 |
| SKU No.: 810775687 | 358 CTNS | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| Manufacturer Name & Address YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD NO.77 YUGUI ROAD WEST CITY,YONGKANG JINHUA, ZHEJIANG 321300, CHINA | | | |
| Total: | | (358 CTNS) 716 | 11,277.000 |
| TOTAL (USD) DOLLARS : ELEVEN THOUSAND TWO HUNDRED SEVENTY-SEVEN ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU4018060/OOLJGK6327/40'

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU4018060/OOLJGK6327/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602143
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230013

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB NINGBO

Country of Origin: CHINA

Vessel / Voyage: OOCL EGYPT / 064E

Ship on or about: November 17, 2024

Container Number (Factory Load) : CSNU4018060

Invoice Date.: November 13, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NINGBO

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|--------------------------|----------|
| P/O No.: 95602143 | 716 EA | 5,298.40 | 6,300.80 | 58.000 |
| SKU No.: 810775687 | 358 CTNS | | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (358 CTNS) | 716 | 5,298.40 | 6,300.80 |
| | | | | 58.000 |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU4018060/OOLJGK6327/40'

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU4018060/OOLJGK6327/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602143
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NBO-2400513**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **NINGBO** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
S202410230013

Dated: **November 13, 2024**

Date of Receipt of Cargo
November 13, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95602143
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
CSNU4018060 **SEAL# OOLJGK6327** **40' DRY**

OUTDOOR FURNITURE AS PER PO#95602143


SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

358 CARTONS **58.000 CBM** **6,300.80 KGS**
=====

TOTAL : THREE HUNDRED FIFTY-EIGHT (358) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "OOCL EGYPT" VOY NO. 064E DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT November 17, 2024. CARGO RECEIVED ON November 13, 2024.

| | | | |
|--|--|---|--|
| THIS IS NOT A DOCUMENT OF TITLE | | NINGBO November 18, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  As Agent | |
| | | (Authorized Signature) V1 | |



PO # 95602143

Date Created 09/06/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/04/2024
Cancel if not Shipped by: 11/11/2024
Must be Routed by: 10/14/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: NINGBO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hccreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

716

35,792.84

11,277.00

45.969

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95602143

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|-------|----|--|-----|-------|-----------|------------|
| 210 | 810775687 | SLING GRAVITY LOUNG | 0.00 | CN | 2 | | 716 | 15.75 | 19,339.16 | 12/23/2024 |
| 21012 | HFTS695J | QUADCHAIRS | | | 2 | | 358 | 11.26 | 35,792.84 | |
| 21012018 | Real Living | | | | | | | 49.99 | 45.969 | 89.99 |
| 1 | 481077568707 | | GRM | 5.723 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230014

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB NINGBO

Country of Origin: CHINA

Vessel / Voyage: OOCL EGYPT / 064E

Ship on or about: November 17, 2024

Invoice Date.: November 13, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NINGBO

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : CSNU4031864, OOLU4528204

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95642973 | 1,432 EA | 15.750/EA | 22,554.000 |
| SKU No.: 810775687 | 716 CTNS | | |
| SLING GRAVITY LOUNG | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <u>Manufacturer Name & Address</u> YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD NO.77 YUGUI ROAD WEST CITY,YONGKANG JINHUA, ZHEJIANG 321300, CHINA | | | |
| Total: (716 CTNS) | | 1,432 | 22,554.000 |
| TOTAL (USD) DOLLARS : TWENTY-TWO THOUSAND FIVE HUNDRED FIFTY-FOUR ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU4031864/OOLJGK6329/40'
OOLU4528204/OOLJGK6328/40'

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU4031864/OOLJGK6329/40'
OOLU4528204/OOLJGK6328/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES
PO#95642973
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230014

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB NINGBO

Country of Origin: CHINA

Vessel / Voyage: OOCL EGYPT / 064E

Ship on or about: November 17, 2024

Invoice Date.: November 13, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NINGBO

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : CSNU4031864, OOLU4528204

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95642973 | 1,432 EA | 10,596.80 | 12,601.60 | 116.000 |
| SKU No.: 810775687 | 716 CTNS | | | |
| SLING GRAVITY LOUNG | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (716 CTNS) | 1,432 | 10,596.80 | 12,601.60 |
| | | | | 116.000 |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU4031864/OOLJGK6329/40'
OOLU4528204/OOLJGK6328/40'

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU4031864/OOLJGK6329/40'
OOLU4528204/OOLJGK6328/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES
PO#95642973
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NBO-2400512**

| | |
|-------------------|---|
| Maker/Supplier : | HOME CREATIONS INC |
| Buyer/Consignee : | DURANT DC, LLC 2306 ENTERPRISE DR, DURANT, OK 74701, USA |
| Shipment From : | NINGBO To : DURANT, OK |

| |
|--|
| Maker/Supplier's INVOICE No. S202410230014 |
| Dated: November 13, 2024 |
| Date of Receipt of Cargo November 13, 2024 |

| | | | | |
|--------------|---------------|---------------------------------|--------------------|---------------|
| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|


| | |
|--|--|
| BIG LOTS STORES PO#95642973 SKU# DEPT#210 MADE IN CHINA | NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAI 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CY-CY |
|--|--|

| | | |
|---|--------------------------------------|--------------------|
| SHIPPER'S LOAD, COUNT AND SEAL SAID TO CONTAIN CSNU4031864 OOLU4528204 | SEAL# OOLJGK6329 SEAL# OOLJGK6328 | 40' DRY 40' DRY |
|---|--------------------------------------|--------------------|

OUTDOOR FURNITURE AS PER PO#95642973
SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

| | | |
|--|-------------|---------------|
| 716 CARTONS | 116.000 CBM | 12,601.60 KGS |
| TOTAL : SEVEN HUNDRED SIXTEEN (716) CARTONS ONLY | | |

"FREIGHT COLLECT"
SHIPMENT PER S.S. "OOCL EGYPT" VOY NO. 064E DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT November 17, 2024. CARGO RECEIVED ON November 13, 2024.

| | |
|--|--|
| THIS IS NOT A DOCUMENT OF TITLE | NINGBO November 18, 2024 |
| The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only. | (Place and date of issue.) YUSEN LOGISTICS  As Agent |
| No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.) | (Authorized Signature) V1 |



PO # 95642973

Date Created 10/15/2024
Version: 1
Buyer: INMAN, ANNE
Do Not Ship Before: 11/04/2024
Cancel if not Shipped by: 11/11/2024
Must be Routed by: 10/14/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: NINGBO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CRF.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

PO replaces :0095602148; Ship only these quantities under the new PO.

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

| Units | Retail | Vendor Cost | IMU |
|-------|-----------|-------------|--------|
| 1,432 | 71,585.68 | 22,554.00 | 45.969 |

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95642973

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|-------|----|--|-------|-------|-----------|------------|
| 210 | 810775687 | SLING GRAVITY LOUNG | 0.00 | CN | 2 | | 1,432 | 15.75 | 38,678.32 | 12/23/2024 |
| 21012 | HFTS695J | QUADCHAIRS | | | 2 | | 716 | 11.26 | 71,585.68 | |
| 21012018 | Real Living | | | | | | | 49.99 | 45.969 | 89.99 |
| 1 | 481077568707 | | GRM | 5.723 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230015

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB NINGBO

Country of Origin: CHINA

Vessel / Voyage: OOCL MALAYSIA / 060E

Ship on or about: November 10, 2024

Invoice Date.: November 07, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NINGBO

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : OOCU4937715

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95642972 | 716 EA | 15.750/EA | 11,277.000 |
| SKU No.: 810775687 | 358 CTNS | | |
| SLING GRAVITY LOUNG | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| Manufacturer Name & Address YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD NO.77 YUGUI ROAD WEST CITY,YONGKANG JINHUA, ZHEJIANG 321300, CHINA | | | |
| Total: | | (358 CTNS) 716 | 11,277.000 |
| TOTAL (USD) DOLLARS : ELEVEN THOUSAND TWO HUNDRED SEVENTY-SEVEN ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
OOCU4937715/OOLJGR3685/40'

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
OOCU4937715/OOLJGR3685/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES
PO#95642972
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230015

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB NINGBO

Country of Origin: CHINA

Vessel / Voyage: OOCL MALAYSIA / 060E

Ship on or about: November 10, 2024

Invoice Date.: November 07, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NINGBO

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : OOCU4937715

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|----------|
| P/O No.: 95642972 | 716 EA | 5,298.40 | 6,300.80 | 58.000 |
| SKU No.: 810775687 | 358 CTNS | | | |
| SLING GRAVITY LOUNG | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (358 CTNS) | 716 | 5,298.40 | 6,300.80 |
| | | | | 58.000 |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
OOCU4937715/OOLJGR3685/40'

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
OOCU4937715/OOLJGR3685/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES
PO#95642972
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NBO-2400509**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **NINGBO** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
S202410230015

Dated: **November 07, 2024**

Date of Receipt of Cargo
November 06, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES
PO#95642972
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
OOCU4937715 **SEAL# OOLJGR3685** **40' DRY**


OUTDOOR FURNITURE AS PER PO#95642972
SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

358 CARTONS **58.000 CBM** **6,300.80 KGS**
=====

TOTAL : THREE HUNDRED FIFTY-EIGHT (358) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "OOCL MALAYSIA" VOY NO. 060E DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT November 9, 2024. CARGO RECEIVED ON November 6, 2024.

| | | | |
|--|--|---|--|
| THIS IS NOT A DOCUMENT OF TITLE | | NINGBO November 18, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  | |
| | | (Authorized Signature) V1 | |

As Agent



PO # 95642972

Date Created 10/15/2024
Version: 1
Buyer: INMAN, ANNE
Do Not Ship Before: 11/04/2024
Cancel if not Shipped by: 11/11/2024
Must be Routed by: 10/14/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: NINGBO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

PO replaces :0095602140; Ship only these quantities under the new PO.

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

| Units | Retail | Vendor Cost | IMU |
|-------|-----------|-------------|--------|
| 716 | 35,792.84 | 11,277.00 | 45.969 |

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer' efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer' sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-andcompliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. **Assignment & Subcontracting.** Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. **Entire Agreement.** The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. **No Third-Party Beneficiaries.** Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95642972

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|-------|----|--|-----|-------|-----------|------------|
| 210 | 810775687 | SLING GRAVITY LOUNG | 0.00 | CN | 2 | | 716 | 15.75 | 19,339.16 | 12/23/2024 |
| 21012 | HFTS695J | QUADCHAIRS | | | 2 | | 358 | 11.26 | 35,792.84 | |
| 21012018 | Real Living | | | | | | | 49.99 | 45.969 | 89.99 |
| 1 | 481077568707 | | GRM | 5.723 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230016

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: UNAYZAH EXPRESS / 034E

Ship on or about: December 04, 2024

Invoice Date.: December 02, 2024

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : NYKU4902039, TCLU6758357

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95575145 | 168 EA | 220.000/EA | 36,960.000 |
| SKU No.: 810776600 | 168 CTNS | | |
| MATARA CORNER SOFA DINING SET | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| Manufacturer Name & Address JIANGSU HONGBO HOME GOODS CO., LTD JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY HEZE, SHANDONG 274601, CHINA | | | |
| Total: (168 CTNS) | | 168 | 36,960.000 |
| TOTAL (USD) DOLLARS : THIRTY-SIX THOUSAND NINE HUNDRED SIXTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
NYKU4902039/CN39351AR/40H
TCLU6758357/CN39360AR/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
NYKU4902039/CN39351AR/40H
TCLU6758357/CN39360AR/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230016

Invoice Date.: December 02, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB QINGDAO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: UNAYZAH EXPRESS / 034E

Port of Loading: QINGDAO

Ship on or about: December 04, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : NYKU4902039, TCLU6758357

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-------------------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95575145 | 168 EA | 10,416.00 | 12,012.00 | 134.000 |
| SKU No.: 810776600 | 168 CTNS | | | |
| MATARA CORNER SOFA DINING SET | No. of Pallet: | | | |
| HTS Code.: 9401790050 | | | | |
| Total: | (168 CTNS) | 168 | 10,416.00 | 12,012.00 |
| | | | | 134.000 |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
NYKU4902039/CN39351AR/40H
TCLU6758357/CN39360AR/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
NYKU4902039/CN39351AR/40H
TCLU6758357/CN39360AR/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-TAO-2400578**

| | |
|-------------------|--|
| Maker/Supplier : | HOME CREATIONS INC |
| Buyer/Consignee : | CSC DISTRIBUTION, LLC 2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA |
| Shipment From : | QINGDAO To : MONTGOMERY, AL |

Maker/Supplier's INVOICE No.
S202410230016

Dated: **December 02, 2024**

Date of Receipt of Cargo
November 29, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

**BIG LOTS
STORES**

**PO#95575145
SKU#
DEPT#210
MADE IN CHINA**

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
NYKU4902039 SEAL# CN39351AR 40H DRY
TCLU6758357 SEAL# CN39360AR 40H DRY

OUTDOOR FURNITURE AS PER PO#95575145


SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

168 CARTONS 134.000 CBM 12,012.00 KGS
=====

TOTAL : ONE HUNDRED SIXTY-EIGHT (168) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "UNAYZAH EXPRESS" VOY NO. 034E DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT December 8, 2024. CARGO RECEIVED ON November 29, 2024.

| | |
|---|--|
| THIS IS NOT A DOCUMENT OF TITLE | QINGDAO December 2, 2024 (Place and date of issue.) YUSEN LOGISTICS  As Agent |
| The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only. No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.) | (Authorized Signature) V1 |



PO # 95575145

Date Created 08/16/2024
Version: 4
Buyer: INMAN, ANNE
Do Not Ship Before: 12/02/2024
Cancel if not Shipped by: 12/09/2024
Must be Routed by: 11/11/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

| Units | Retail | Vendor Cost | IMU |
|-------|------------|-------------|--------|
| 756 | 529,192.44 | 166,320.00 | 49.906 |

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95575145

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776600 | MATARA CORNER SOFA | 0.00 | CN | 1 | | 756 | 220.00 | 265,091.40 | 01/20/2025 |
| 21012 | SH24S4930X | Resin Wick | | | 1 | | 756 | 130.65 | 529,192.44 | |
| 21012005 | NA | CLOSEOUT | | 0.000 | | | | 699.99 | 49.906 | 997.49 |
| 1 | 481077660005 | | GRM | 28.570 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230017

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: EVER LEGEND / 1188E

Ship on or about: November 16, 2024

Invoice Date.: November 12, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : CAIU4509425, FFAU3586388, TRHU8831458

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95575146 | 252 EA | 220.000/EA | 55,440.000 |
| SKU No.: 810776600 | 252 CTNS | | |
| MATARA CORNER SOFA | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| <u>Manufacturer Name & Address</u> JIANGSU HONGBO HOME GOODS CO., LTD JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY HEZE, SHANDONG 274601, CHINA | | | |
| Total: (252 CTNS) | | 252 | 55,440.000 |
| TOTAL (USD) DOLLARS : FIFTY-FIVE THOUSAND FOUR HUNDRED FORTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
CAIU4509425/OOLJVVY8381/40H
FFAU3586388/OOLJVVY6087/40H
TRHU8831458/OOLJVZ9333/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
CAIU4509425/OOLJVVY8381/40H
FFAU3586388/OOLJVVY6087/40H
TRHU8831458/OOLJVZ9333/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575146
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230017

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: EVER LEGEND / 1188E

Ship on or about: November 16, 2024

Invoice Date.: November 12, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : CAIU4509425, FFAU3586388, TRHU8831458

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95575146 | 252 EA | 15,624.00 | 18,018.00 | 201.000 |
| SKU No.: 810776600 | 252 CTNS | | | |
| MATARA CORNER SOFA | No. of Pallet: | | | |
| HTS Code.: 9401790050 | | | | |
| Total: | (252 CTNS) | 252 | 15,624.00 | 18,018.00 |
| | | | | 201.000 |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
CAIU4509425/OOLJVVY8381/40H
FFAU3586388/OOLJVVY6087/40H
TRHU8831458/OOLJVZ9333/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
CAIU4509425/OOLJVVY8381/40H
FFAU3586388/OOLJVVY6087/40H
TRHU8831458/OOLJVZ9333/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575146
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

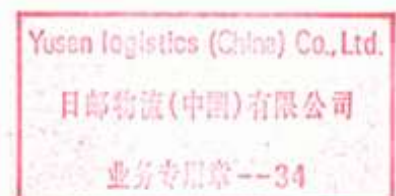
Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-TAO-2400542**Maker/Supplier : **HOME CREATIONS INC**Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USAShipment From : **QINGDAO** To : **TREMONT, PA**Maker/Supplier's INVOICE No.
S202410230017Dated: **November 12, 2024**Date of Receipt of Cargo
November 11, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES**PO#95575146**
SKU#
DEPT#210
MADE IN CHINA**NOTIFY PARTY: GEODIS****5101 S. BROAD STREET**
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA**ALSO NOTIFY: EDRAI 2020 LLC.****1300 SOUTH MINT STREET SUITE 200**
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM**CY-CY****SHIPPER'S LOAD, COUNT AND SEAL****SAID TO CONTAIN**

| | | |
|--------------------|-------------------------|----------------|
| CAIU4509425 | SEAL# OOLJVV8381 | 40H DRY |
| FFAU3586388 | SEAL# OOLJVV6087 | 40H DRY |
| TRHU8831458 | SEAL# OOLJVZ9333 | 40H DRY |

OUTDOOR FURNITURE AS PER PO#95575146**SHIP TO CODE & LOCATION : 00874-TREMONT, PA**
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL**252 CARTONS** **201.000 CBM** **18,018.00 KGS****TOTAL : TWO HUNDRED FIFTY-TWO (252) CARTONS ONLY****"FREIGHT COLLECT"****SHIPMENT PER S.S. "EVER LEGEND" VOY NO. 1188E DISCHARGED AT NEW YORK, NY**
SAILING ON / ABOUT November 16, 2024. CARGO RECEIVED ON November 11, 2024.**THIS IS NOT A DOCUMENT OF TITLE**The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.**No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1**
(Terms and conditions are to be continued to the reverse side hereof.)**QINGDAO****November 26, 2024**(Place and date of issue.)
YUSEN LOGISTICS

As Agent

(Authorized Signature)

V1



PO # 95575146

Date Created 08/16/2024
Version: 5
Buyer: INMAN, ANNE
Do Not Ship Before: 12/09/2024
Cancel if not Shipped by: 12/16/2024
Must be Routed by: 11/18/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

| Units | Retail | Vendor Cost | IMU |
|-------|------------|-------------|--------|
| 924 | 646,790.76 | 203,280.00 | 49.906 |

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95575146

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776600 | MATARA CORNER SOFA | 0.00 | CN | 1 | | 924 | 220.00 | 324,000.60 | 01/20/2025 |
| 21012 | SH24S4930X | Resin Wick | | | 1 | | 924 | 130.65 | 646,790.76 | |
| 21012005 | NA | CLOSEOUT | | 0.000 | | | | 699.99 | 49.906 | 997.49 |
| 1 | 481077660005 | | GRM | 28.570 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230018

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: YM TRAVEL / 020E

Ship on or about: December 11, 2024

Invoice Date.: December 05, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: LOS ANGELES, CA

Destination: DURANT, OK

Container Number (Factory Load) : FSCU9940216, KKFU7920098, KKFU7926630, NYKU0847519, TCNU5086131, TEMU8848082

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95575147 | 252 EA | 220.000/EA | 55,440.000 |
| SKU No.: 810776600 | 252 CTNS | | |
| MATARA CORNER SOFA | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| P/O No.: 95575147 | 252 EA | 220.000/EA | 55,440.000 |
| SKU No.: 810776600 | 252 CTNS | | |
| MATARA CORNER SOFA | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| <div>Manufacturer Name & Address</div> <div>JIANGSU HONGBO HOME GOODS CO., LTD JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY HEZE, SHANDONG 274601, CHINA</div> | | | |
| Total: | | (504 CTNS) 504 | 110,880.000 |
| TOTAL (USD) DOLLARS : ONE HUNDRED TEN THOUSAND EIGHT HUNDRED EIGHTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
FSCU9940216/CN32852AR/40H
KKFU7920098/CN32859AR/40H
KKFU7926630/CN39355AR/40H
NYKU0847519/CN32889AR/40H
TCNU5086131/CN32912AR/40H
TEMU8848082/CN39356AR/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
FSCU9940216/CN32852AR/40H
KKFU7920098/CN32859AR/40H
KKFU7926630/CN39355AR/40H
NYKU0847519/CN32889AR/40H
TCNU5086131/CN32912AR/40H
TEMU8848082/CN39356AR/40H

We certify that there is no wood packing material in the shipment.

BIG LOTS
STORES

PO#95575147
SKU#
DEPT#210
MADE IN CHINA
BIG LOTS
STORES

PO#95575147
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230018

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: YM TRAVEL / 020E

Ship on or about: December 11, 2024

Invoice Date.: December 05, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: LOS ANGELES, CA

Destination: DURANT, OK

Container Number (Factory Load) : FSCU9940216, KKFU7920098, KKFU7926630, NYKU0847519, TCNU5086131, TEMU8848082

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM | |
|-----------------------|--------------------|---------------------|-----------------------|-----------|---------|
| P/O No.: 95575147 | 252 EA | 15,624.00 | 18,018.00 | 201.000 | |
| SKU No.: 810776600 | 252 CTNS | | | | |
| MATARA CORNER SOFA | No. of Pallet: | | | | |
| HTS Code.: 9401790050 | | | | | |
| P/O No.: 95575147 | 252 EA | 15,624.00 | 18,018.00 | 201.000 | |
| SKU No.: 810776600 | 252 CTNS | | | | |
| MATARA CORNER SOFA | No. of Pallet: | | | | |
| HTS Code.: 9401790050 | | | | | |
| Total: | (504 CTNS) | 504 | 31,248.00 | 36,036.00 | 402.000 |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
FSCU9940216/CN32852AR/40H
KKFU7920098/CN32859AR/40H
KKFU7926630/CN39355AR/40H
NYKU0847519/CN32889AR/40H
TCNU5086131/CN32912AR/40H
TEMU8848082/CN39356AR/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
FSCU9940216/CN32852AR/40H
KKFU7920098/CN32859AR/40H
KKFU7926630/CN39355AR/40H
NYKU0847519/CN32889AR/40H
TCNU5086131/CN32912AR/40H
TEMU8848082/CN39356AR/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575147

SKU#
DEPT#210
MADE IN CHINA
BIG LOTS
STORES

PO#95575147
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-TAO-2400585**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **QINGDAO** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
S202410230018

Dated: **December 05, 2024**

Date of Receipt of Cargo
November 30, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95575147
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN


| | | |
|--------------------|------------------------|----------------|
| FSCU9940216 | SEAL# CN32852AR | 40H DRY |
| KKFU7920098 | SEAL# CN32859AR | 40H DRY |
| KKFU7926630 | SEAL# CN39355AR | 40H DRY |
| NYKU0847519 | SEAL# CN32889AR | 40H DRY |
| TCNU5086131 | SEAL# CN32912AR | 40H DRY |
| TEMU8848082 | SEAL# CN39356AR | 40H DRY |

OUTDOOR FURNITURE AS PER PO#95575147

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

504 CARTONS **402.000 CBM** **36,036.00 KGS**
=====

"FREIGHT COLLECT"
SHIPMENT PER S.S. "YM TRAVEL" VOY NO. 020E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT December 11, 2024. CARGO RECEIVED ON November 30, 2024.

| | | | |
|---|--|---|-------------------------|
| THIS IS NOT A DOCUMENT OF TITLE | | QINGDAO | December 5, 2024 |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1</p> <p>(Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  | |
| | | (Authorized Signature) | V1 |



PO # 95575147

Date Created 08/16/2024
Version: 4
Buyer: INMAN, ANNE
Do Not Ship Before: 12/02/2024
Cancel if not Shipped by: 12/09/2024
Must be Routed by: 11/11/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

504

352,794.96

110,880.00

49.906

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95575147

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776600 | MATARA CORNER SOFA | 0.00 | CN | 1 | | 504 | 220.00 | 176,727.60 | 01/20/2025 |
| 21012 | SH24S4930X | Resin Wick | | | 1 | | 504 | 130.65 | 352,794.96 | |
| 21012005 | NA | CLOSEOUT | | 0.000 | | | | 699.99 | 49.906 | 997.49 |
| 1 | 481077660005 | | GRM | 28.570 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230019

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: YM TRAVEL / 020E

Ship on or about: December 11, 2024

Invoice Date.: December 05, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: LOS ANGELES, CA

Destination: DURANT, OK

Container Number (Factory Load) : DRYU4287524, FFAU3640386, GCXU5282091, ONEU1014936, ONEU1324762, TEMU8675080

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95642946 | 252 EA | 220.000/EA | 55,440.000 |
| SKU No.: 810776600 | 252 CTNS | | |
| MATARA CORNER SOFA | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| P/O No.: 95642946 | 236 EA | 220.000/EA | 51,920.000 |
| SKU No.: 810776600 | 236 CTNS | | |
| MATARA CORNER SOFA | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| <div>Manufacturer Name & Address</div> <div>JIANGSU HONGBO HOME GOODS CO., LTD JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY HEZE, SHANDONG 274601, CHINA</div> | | | |
| Total: | | (488 CTNS) 488 | 107,360.000 |
| TOTAL (USD) DOLLARS : ONE HUNDRED SEVEN THOUSAND THREE HUNDRED SIXTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
DRYU4287524/CN39422AR/40'
FFAU3640386/CN32860AR/40H
GCXU5282091/CN32926AR/40H
ONEU1014936/CN32856AR/40H
ONEU1324762/CN32861AR/40H
TEMU8675080/CN32922AR/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
DRYU4287524/CN39422AR/40'
FFAU3640386/CN32860AR/40H
GCXU5282091/CN32926AR/40H
ONEU1014936/CN32856AR/40H
ONEU1324762/CN32861AR/40H
TEMU8675080/CN32922AR/40H

We certify that there is no wood packing material in the shipment.

BIG LOTS
STORES

PO#95642946
SKU#
DEPT#210
MADE IN CHINA
BIG LOTS
STORES

PO#95642946
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230019

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: YM TRAVEL / 020E

Ship on or about: December 11, 2024

Invoice Date.: December 05, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: LOS ANGELES, CA

Destination: DURANT, OK

Container Number (Factory Load) : DRYU4287524, FFAU3640386, GCXU5282091, ONEU1014936, ONEU1324762, TEMU8675080

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95642946 | 252 EA | 15,624.00 | 18,018.00 | 201.000 |
| SKU No.: 810776600 | 252 CTNS | | | |
| MATARA CORNER SOFA | No. of Pallet: | | | |
| HTS Code.: 9401790050 | | | | |
| P/O No.: 95642946 | 236 EA | 14,632.00 | 16,874.00 | 189.000 |
| SKU No.: 810776600 | 236 CTNS | | | |
| MATARA CORNER SOFA | No. of Pallet: | | | |
| HTS Code.: 9401790050 | | | | |
| Total: | (488 CTNS) | 488 | 30,256.00 | 34,892.00 |
| | | | 390.000 | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
DRYU4287524/CN39422AR/40'
FFAU3640386/CN32860AR/40H
GCXU5282091/CN32926AR/40H
ONEU1014936/CN32856AR/40H
ONEU1324762/CN32861AR/40H
TEMU8675080/CN32922AR/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
DRYU4287524/CN39422AR/40'
FFAU3640386/CN32860AR/40H
GCXU5282091/CN32926AR/40H
ONEU1014936/CN32856AR/40H
ONEU1324762/CN32861AR/40H
TEMU8675080/CN32922AR/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95642946

SKU#
DEPT#210
MADE IN CHINA
BIG LOTS
STORES

PO#95642946
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-TAO-2400584**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **QINGDAO** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
S202410230019

Dated: **December 05, 2024**

Date of Receipt of Cargo
November 29, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95642946
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN

| | | | |
|--------------------|------------------------|------------|------------|
| DRYU4287524 | SEAL# CN39422AR | 40' | DRY |
| FFAU3640386 | SEAL# CN32860AR | 40H | DRY |
| GCXU5282091 | SEAL# CN32926AR | 40H | DRY |
| ONEU1014936 | SEAL# CN32856AR | 40H | DRY |
| ONEU1324762 | SEAL# CN32861AR | 40H | DRY |
| TEMU8675080 | SEAL# CN32922AR | 40H | DRY |

OUTDOOR FURNITURE AS PER PO#95642946

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

488 CARTONS **390.000 CBM** **34,892.00 KGS**
=====

TOTAL : FOUR HUNDRED EIGHTY-EIGHT (488) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "YM TRAVEL" VOY NO. 020E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT December 11, 2024. CARGO RECEIVED ON November 29, 2024.

| | | | |
|---|--|---|-------------------------|
| THIS IS NOT A DOCUMENT OF TITLE | | QINGDAO | December 5, 2024 |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1</p> <p>(Terms and conditions are to be continued to the reverse side hereof.)</p> | | <p>(Place and date of issue.)</p> <p>YUSEN LOGISTICS</p> <div></div> <p>As Agent</p> | |
| | | <p>(Authorized Signature) V1</p> | |



PO # 95642946

Date Created 10/15/2024
Version: 2
Buyer: INMAN, ANNE
Do Not Ship Before: 12/02/2024
Cancel if not Shipped by: 12/09/2024
Must be Routed by: 11/11/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

PO replaces :0095575144; Ship only these quantities under the new PO.

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

488

341,595.12

107,360.00

49.906

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95642946

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776600 | MATARA CORNER SOFA | 0.00 | CN | 1 | | 488 | 220.00 | 171,117.20 | 01/20/2025 |
| 21012 | SH24S4930X | Resin Wick | | | 1 | | 488 | 130.65 | 341,595.12 | |
| 21012005 | NA | CLOSEOUT | | 0.000 | | | | 699.99 | 49.906 | 997.49 |
| 1 | 481077660005 | | GRM | 28.570 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230020

Invoice Date.: November 21, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB NINGBO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: ZIM WILMINGTON / 019E

Port of Loading: NINGBO

Ship on or about: November 25, 2024

Port of Entry: MOBILE, AL

Destination: MONTGOMERY, AL

Container Number (Factory Load) : MRKU3731403, MRKU4132740, MRKU4930689, MRKU5410320

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|--------------------|--------------------|
| P/O No.: 95602149 | 3,270 EA | 15.750/EA | 51,502.500 |
| SKU No.: 810775687 | 1,635 CTNS | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <div>Manufacturer Name & Address</div> <div>YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD NO.77 YUGUI ROAD WEST CITY,YONGKANG JINHUA, ZHEJIANG 321300, CHINA</div> | | | |
| Total: | | (1,635 CTNS) 3,270 | 51,502.500 |
| TOTAL (USD) DOLLARS : FIFTY-ONE THOUSAND FIVE HUNDRED TWO AND CENTS FIFTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
MRKU3731403/CN7883356/40H
MRKU4132740/CN7883357/40H
MRKU4930689/CN7883358/40H
MRKU5410320/CN7883359/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
MRKU3731403/CN7883356/40H
MRKU4132740/CN7883357/40H
MRKU4930689/CN7883358/40H
MRKU5410320/CN7883359/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602149
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230020

Invoice Date.: November 21, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB NINGBO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: ZIM WILMINGTON / 019E

Port of Loading: NINGBO

Ship on or about: November 25, 2024

Port of Entry: MOBILE, AL

Destination: MONTGOMERY, AL

Container Number (Factory Load) : MRKU3731403, MRKU4132740, MRKU4930689, MRKU5410320

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|-------------------|
| P/O No.: 95602149 | 3,270 EA | 24,198.00 | 28,776.00 | 264.000 |
| SKU No.: 810775687 | 1,635 CTNS | | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (1,635 CTNS) | 3,270 | 24,198.00 | 28,776.00 264.000 |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
MRKU3731403/CN7883356/40H
MRKU4132740/CN7883357/40H
MRKU4930689/CN7883358/40H
MRKU5410320/CN7883359/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
MRKU3731403/CN7883356/40H
MRKU4132740/CN7883357/40H
MRKU4930689/CN7883358/40H
MRKU5410320/CN7883359/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602149
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NBO-2400520**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **NINGBO** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
S202410230020

Dated: **November 21, 2024**

Date of Receipt of Cargo
November 20, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95602149
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN

| | | |
|--------------------|------------------------|----------------|
| MRKU3731403 | SEAL# CN7883356 | 40H DRY |
| MRKU4132740 | SEAL# CN7883357 | 40H DRY |
| MRKU4930689 | SEAL# CN7883358 | 40H DRY |
| MRKU5410320 | SEAL# CN7883359 | 40H DRY |

OUTDOOR FURNITURE AS PER PO#95602149


SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

1,635 CARTONS **264.000 CBM** **28,776.00 KGS**

TOTAL : ONE THOUSAND SIX HUNDRED THIRTY-FIVE (1,635) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "ZIM WILMINGTON" VOY NO. 019E DISCHARGED AT MOBILE, AL
SAILING ON / ABOUT November 25, 2024. CARGO RECEIVED ON November 20, 2024.

| | | | |
|--|--|---|--------------------------|
| THIS IS NOT A DOCUMENT OF TITLE | | NINGBO | November 21, 2024 |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  | |
| | | (Authorized Signature) | V1 |



PO # 95602149
Date Created 09/06/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/11/2024
Cancel if not Shipped by: 11/18/2024
Must be Routed by: 10/21/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: NINGBO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

3,270

163,467.30

51,502.50

45.969

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer' efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer' sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-andcompliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. **Force Majeure.** Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. **Assignment & Subcontracting.** Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. **Severability.** Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. **Entire Agreement.** The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. **No Third-Party Beneficiaries.** Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95602149

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|-------|----|--|-------|-------|------------|------------|
| 210 | 810775687 | SLING GRAVITY LOUNG | 0.00 | CN | 2 | | 3,270 | 15.75 | 88,322.70 | 12/30/2024 |
| 21012 | HFTS695J | QUADCHAIRS | | | 2 | | 1,635 | 11.26 | 163,467.30 | |
| 21012018 | Real Living | | | | | | | 49.99 | 45.969 | 89.99 |
| 1 | 481077568707 | | GRM | 5.723 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230021

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB NINGBO

Country of Origin: CHINA

Vessel / Voyage: WAN HAI A17 / E002

Ship on or about: November 25, 2024

Invoice Date.: November 21, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NINGBO

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : HAMU3101750, HAMU3104718, TCLU9700148

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95602150 | 2,460 EA | 15.750/EA | 38,745.000 |
| SKU No.: 810775687 | 1,230 CTNS | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <u>Manufacturer Name & Address</u> YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD NO.77 YUGUI ROAD WEST CITY,YONGKANG JINHUA, ZHEJIANG 321300, CHINA | | | |
| Total: (1,230 CTNS) | | 2,460 | 38,745.000 |
| TOTAL (USD) DOLLARS : THIRTY-EIGHT THOUSAND SEVEN HUNDRED FORTY-FIVE ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
HAMU3101750/HLK0725879/40H
HAMU3104718/HLK0725876/40H
TCLU9700148/HLK0725877/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
HAMU3101750/HLK0725879/40H
HAMU3104718/HLK0725876/40H
TCLU9700148/HLK0725877/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602150
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230021

Invoice Date.: November 21, 2024

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB NINGBO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: WAN HAI A17 / E002

Port of Loading: NINGBO

Ship on or about: November 25, 2024

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : HAMU3101750, HAMU3104718, TCLU9700148

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95602150 | 2,460 EA | 18,204.00 | 21,648.00 | 198.000 |
| SKU No.: 810775687 | 1,230 CTNS | | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (1,230 CTNS) | 2,460 | 18,204.00 | 21,648.00 |
| | | | | 198.000 |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
HAMU3101750/HLK0725879/40H
HAMU3104718/HLK0725876/40H
TCLU9700148/HLK0725877/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
HAMU3101750/HLK0725879/40H
HAMU3104718/HLK0725876/40H
TCLU9700148/HLK0725877/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602150
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NBO-2400519**

| | |
|-------------------|--|
| Maker/Supplier : | HOME CREATIONS INC |
| Buyer/Consignee : | CLOSEOUT DISTRIBUTION, LLC 50 RAUSCH CREEK RD, TREMONT, PA 17981, USA |
| Shipment From : | NINGBO To : TREMONT, PA |

| |
|--|
| Maker/Supplier's INVOICE No. S202410230021 |
| Dated: November 21, 2024 |
| Date of Receipt of Cargo November 19, 2024 |

| | | | | |
|--------------|---------------|---------------------------------|--------------------|---------------|
| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|


| | |
|--|--|
| BIG LOTS STORES PO#95602150 SKU# DEPT#210 MADE IN CHINA | NOTIFY PARTY: GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA ALSO NOTIFY: EDRAI 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM CY-CY SHIPPER'S LOAD, COUNT AND SEAL SAID TO CONTAIN HAMU3101750 SEAL# HLK0725879 40H DRY HAMU3104718 SEAL# HLK0725876 40H DRY TCLU9700148 SEAL# HLK0725877 40H DRY |
|--|--|

OUTDOOR FURNITURE AS PER PO#95602150
SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

1,230 CARTONS 198.000 CBM 21,648.00 KGS
=====

TOTAL : ONE THOUSAND TWO HUNDRED THIRTY (1,230) CARTONS ONLY

"FREIGHT COLLECT"
SHIPMENT PER S.S. "WAN HAI A17" VOY NO. E002 DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT November 25, 2024. CARGO RECEIVED ON November 19, 2024.

| | |
|--|---|
| THIS IS NOT A DOCUMENT OF TITLE | NINGBO November 21, 2024 (Place and date of issue.) YUSEN LOGISTICS  As Agent |
| The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only. | (Authorized Signature) V1 |
| No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.) | |



PO # 95602150
Date Created 09/06/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/11/2024
Cancel if not Shipped by: 11/18/2024
Must be Routed by: 10/21/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: NINGBO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

| Units | Retail | Vendor Cost | IMU |
|-------|------------|-------------|--------|
| 4,808 | 240,351.92 | 75,726.00 | 45.969 |

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95602150

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|-------|----|--|-------|-------|------------|------------|
| 210 | 810775687 | SLING GRAVITY LOUNG | 0.00 | CN | 2 | | 4,808 | 15.75 | 129,864.08 | 12/23/2024 |
| 21012 | HFTS695J | QUADCHAIRS | | | 2 | | 2,404 | 11.26 | 240,351.92 | |
| 21012018 | Real Living | | | | | | | 49.99 | 45.969 | 89.99 |
| 1 | 481077568707 | | GRM | 5.723 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230022

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB NINGBO

Country of Origin: CHINA

Vessel / Voyage: COSCO SHIPPING ALPS / 040E

Ship on or about: November 24, 2024

Container Number (Factory Load) : CSNU4075728, OOLU7905301

Invoice Date.: November 21, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NINGBO

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95602151 | 1,432 EA | 15.750/EA | 22,554.000 |
| SKU No.: 810775687 | 716 CTNS | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <div>Manufacturer Name & Address</div> <div>YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD NO.77 YUGUI ROAD WEST CITY,YONGKANG JINHUA, ZHEJIANG 321300, CHINA</div> | | | |
| Total: (716 CTNS) | | 1,432 | 22,554.000 |
| TOTAL (USD) DOLLARS : TWENTY-TWO THOUSAND FIVE HUNDRED FIFTY-FOUR ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)

YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU4075728/OOLJGM3752/40'
OOLU7905301/OOLJGK6397/40'

Container Stuffing Location(Full Name & Address)

YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU4075728/OOLJGM3752/40'
OOLU7905301/OOLJGK6397/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602151
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230022

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB NINGBO

Country of Origin: CHINA

Vessel / Voyage: COSCO SHIPPING ALPS / 040E

Ship on or about: November 24, 2024

Invoice Date.: November 21, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NINGBO

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : CSNU4075728, OOLU7905301

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95602151 | 1,432 EA | 10,596.80 | 12,601.60 | 116.000 |
| SKU No.: 810775687 | 716 CTNS | | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (716 CTNS) | 1,432 | 10,596.80 | 12,601.60 |
| | | | | 116.000 |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU4075728/OOLJGM3752/40'
OOLU7905301/OOLJGK6397/40'

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU4075728/OOLJGM3752/40'
OOLU7905301/OOLJGK6397/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602151
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NBO-2400518**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **NINGBO** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
S202410230022

Dated: **November 21, 2024**

Date of Receipt of Cargo
November 20, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95602151
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRA Y 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
CSNU4075728 SEAL# OOLJGM3752 40' DRY
OOLU7905301 SEAL# OOLJGK6397 40' DRY

OUTDOOR FURNITURE AS PER PO#95602151


SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

716 CARTONS 116.000 CBM 12,601.60 KGS
=====

TOTAL : SEVEN HUNDRED SIXTEEN (716) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "COSCO SHIPPING ALPS" VOY NO. 040E DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT November 24, 2024. CARGO RECEIVED ON November 20, 2024.

| | | | |
|--|--|---|--|
| THIS IS NOT A DOCUMENT OF TITLE | | NINGBO November 21, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  As Agent | |
| | | (Authorized Signature) V1 | |



PO # 95602151
Date Created 09/06/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/11/2024
Cancel if not Shipped by: 11/18/2024
Must be Routed by: 10/21/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: NINGBO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

1,432

71,585.68

22,554.00

45.969

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95602151

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|-------|----|--|-------|-------|-----------|------------|
| 210 | 810775687 | SLING GRAVITY LOUNG | 0.00 | CN | 2 | | 1,432 | 15.75 | 38,678.32 | 12/30/2024 |
| 21012 | HFTS695J | QUADCHAIRS | | | 2 | | 716 | 11.26 | 71,585.68 | |
| 21012018 | Real Living | | | | | | | 49.99 | 45.969 | 89.99 |
| 1 | 481077568707 | | GRM | 5.723 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230023

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: COSCO SHIPPING ALPS / 040E

Ship on or about: November 26, 2024

Container Number (Factory Load) : TGBU5899086

Invoice Date.: November 22, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95642947 | 332 EA | 18.500/EA | 6,142.000 |
| SKU No.: 810775880 | 83 CTNS | | |
| 24IN SQUARE STEEL SLAT FOLDING TABLE | No. of Pallet: | | |
| HTS Code.: 9403200050 | | | |
| P/O No.: 95642947 | 96 EA | 42.000/EA | 4,032.000 |
| SKU No.: 810776668 | 96 CTNS | | |
| HELENA SQUARE LAMINATED DINING TABLE | No. of Pallet: | | |
| HTS Code.: 9403200050 | | | |
| P/O No.: 95642947 | 96 EA | 110.000/EA | 10,560.000 |
| SKU No.: 810776681 | 96 CTNS | | |
| HELENA 4PK CUSHION DINING CHAIRS | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <div>Manufacturer Name & Address</div> <div>JIANGSU HONGBO HOME GOODS CO. LTD NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN NANTONG,, JIANGSU 226600, CHINA</div> | | | |
| Total: (275 CTNS) | | 524 | 20,734.000 |
| TOTAL (USD) DOLLARS : TWENTY THOUSAND SEVEN HUNDRED THIRTY-FOUR ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
TGBU5899086/OOLJWG9929/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
TGBU5899086/OOLJWG9929/40H

Carton Marks And Number

BIG LOTS
STORES

PO#95642947
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230023

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: COSCO SHIPPING ALPS / 040E

Ship on or about: November 26, 2024

Container Number (Factory Load) : TGBU5899086

Invoice Date.: November 22, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM | |
|--------------------------------------|--------------------|---------------------|--------------------------|----------|--------|
| P/O No.: 95642947 | 332 EA | 2,099.90 | 2,340.60 | 13.000 | |
| SKU No.: 810775880 | 83 CTNS | | | | |
| 24IN SQUARE STEEL SLAT FOLDING TABLE | No. of Pallet: | | | | |
| HTS Code.: 9403200050 | | | | | |
| P/O No.: 95642947 | 96 EA | 2,035.20 | 2,448.00 | 10.000 | |
| SKU No.: 810776668 | 96 CTNS | | | | |
| HELENA SQUARE LAMINATED DINING TABLE | No. of Pallet: | | | | |
| HTS Code.: 9403200050 | | | | | |
| P/O No.: 95642947 | 96 EA | 2,764.80 | 3,417.60 | 42.000 | |
| SKU No.: 810776681 | 96 CTNS | | | | |
| HELENA 4PK CUSHION DINING CHAIRS | No. of Pallet: | | | | |
| HTS Code.: 9401790011 | | | | | |
| Total: | (275 CTNS) | 524 | 6,899.90 | 8,206.20 | 65.000 |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
TGBU5899086/OOLJWG9929/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
TGBU5899086/OOLJWG9929/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95642947
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SHA-2402619**

| | |
|-------------------|---|
| Maker/Supplier : | HOME CREATIONS INC |
| Buyer/Consignee : | DURANT DC, LLC 2306 ENTERPRISE DR, DURANT, OK 74701, USA |
| Shipment From : | SHANGHAI To : DURANT, OK |

Maker/Supplier's INVOICE No.
S202410230023

Dated: **November 22, 2024**

Date of Receipt of Cargo
November 21, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

**BIG LOTS
STORES

PO#95642947
SKU#
DEPT#210
MADE IN CHINA**

**NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM**

CY-CY

**SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
TGBU5899086 SEAL# OOLJWG9929 40H DRY**


**OUTDOOR FURNITURE AS PER PO#95642947

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL**

**275 CARTONS 65.000 CBM 8,206.20 KGS
=====**
TOTAL : TWO HUNDRED SEVENTY-FIVE (275) CARTONS ONLY

"FREIGHT COLLECT"

**SHIPMENT PER S.S. "COSCO SHIPPING ALPS" VOY NO. 040E DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT November 25, 2024. CARGO RECEIVED ON November 21, 2024.**

| | |
|---|--|
| THIS IS NOT A DOCUMENT OF TITLE | SHANGHAI November 26, 2024 (Place and date of issue.) YUSEN LOGISTICS  As Agent |
| The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only. No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.) | (Authorized Signature) V1 |



PO # 95642947
Date Created 10/15/2024
Version: 1
Buyer: INMAN, ANNE
Do Not Ship Before: 11/18/2024
Cancel if not Shipped by: 11/25/2024
Must be Routed by: 10/28/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: SHANGHAI , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hccreations.com

ADDITIONAL COMMENTS

PO replaces :0095578598; Ship only these quantities under the new PO.

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

524

67,912.40

20,734.00

65.383

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods unadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer' efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer' sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-andcompliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. **Assignment & Subcontracting.** Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. **Severability.** Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. **Entire Agreement.** The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. **No Third-Party Beneficiaries.** Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95642947

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| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|--------|----|--|-----|--------|-----------|------------|
| 210 | 810776681 | HELENA 4PK CUSHION | 0.00 | CN | 1 | | 96 | 110.00 | 16,966.08 | 01/06/2025 |
| 21012 | H24S0346K | PTIOSETTBL | | | 1 | | 96 | 66.73 | 33,600.00 | |
| 21012001 | NA | CLOSEOUT | | | | | | 350.00 | 49.506 | 479.90 |
| 1 | 481077668100 | | GRM | 14.884 | E1 | | | | | |
| 210 | 810776668 | HELENA SQUARE LAMIN | 0.00 | CN | 1 | | 96 | 42.00 | 5,977.92 | 01/06/2025 |
| 21012 | H24S7408P | PTIOSETTBL | | | 1 | | 96 | 20.27 | 14,399.04 | |
| 21012001 | NA | CLOSEOUT | | | | | | 149.99 | 58.484 | 246.99 |
| 2 | 481077666809 | | GRM | 3.456 | E1 | | | | | |
| 210 | 810775880 | 24IN SQUARE STEEL S | 0.00 | CN | 4 | | 332 | 18.50 | 8,917.52 | 01/06/2025 |
| 21012 | HTMS24BF | FOLDNGFURNITURE | | | 4 | | 83 | 8.36 | 19,913.36 | |
| 21012016 | Real Living | | 045 | | | | | 59.98 | 55.218 | 129.95 |
| 3 | 481077588002 | | GRM | 5.114 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230024

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: WAN HAI A10 / E008

Ship on or about: November 29, 2024

Invoice Date.: November 27, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : FANU3035985, HAMU1939451, HLBU3278005

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95578600 | 366 EA | 42.000/EA | 15,372.000 |
| SKU No.: 810776668 | 366 CTNS | | |
| HELENA SQUARE LAMINATED DINING TABLE | No. of Pallet: | | |
| HTS Code.: 9403200050 | | | |
| P/O No.: 95578600 | 366 EA | 110.000/EA | 40,260.000 |
| SKU No.: 810776681 | 366 CTNS | | |
| HELENA 4PK CUSHION DINING CHAIRS | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <u>Manufacturer Name & Address</u> JIANGSU HONGBO HOME GOODS CO. LTD NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN NANTONG,, JIANGSU 226600, CHINA | | | |
| Total: | | (732 CTNS) 732 | 55,632.000 |
| TOTAL (USD) DOLLARS : FIFTY-FIVE THOUSAND SIX HUNDRED THIRTY-TWO ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
FANU3035985/HLK0795816/40H
HAMU1939451/HLK0851875/40H
HLBU3278005/HLK0795815/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
FANU3035985/HLK0795816/40H
HAMU1939451/HLK0851875/40H
HLBU3278005/HLK0795815/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95578600
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230024

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: WAN HAI A10 / E008

Ship on or about: November 29, 2024

Invoice Date.: November 27, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : FANU3035985, HAMU1939451, HLBU3278005

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|--------------------------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95578600 | 366 EA | 7,759.20 | 9,333.00 | 36.000 |
| SKU No.: 810776668 | 366 CTNS | | | |
| HELENA SQUARE LAMINATED DINING TABLE | No. of Pallet: | | | |
| HTS Code.: 9403200050 | | | | |
| P/O No.: 95578600 | 366 EA | 10,540.80 | 13,029.60 | 154.000 |
| SKU No.: 810776681 | 366 CTNS | | | |
| HELENA 4PK CUSHION DINING CHAIRS | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (732 CTNS) | 732 | 18,300.00 | 22,362.60 |
| | | | | 190.000 |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
FANU3035985/HLK0795816/40H
HAMU1939451/HLK0851875/40H
HLBU3278005/HLK0795815/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
FANU3035985/HLK0795816/40H
HAMU1939451/HLK0851875/40H
HLBU3278005/HLK0795815/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95578600
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SHA-2402640**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **SHANGHAI** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
S202410230024

Dated: **November 27, 2024**

Date of Receipt of Cargo
November 26, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95578600
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
FANU3035985 SEAL# HLK0795816 40H DRY
HAMU1939451 SEAL# HLK0851875 40H DRY
HLBU3278005 SEAL# HLK0795815 40H DRY

OUTDOOR FURNITURE AS PER PO#95578600


SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

732 CARTONS 190.000 CBM 22,362.60 KGS

TOTAL : SEVEN HUNDRED THIRTY-TWO (732) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "WAN HAI A10" VOY NO. E008 DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT November 29, 2024. CARGO RECEIVED ON November 26, 2024.

| | | | |
|---|--|---|--|
| THIS IS NOT A DOCUMENT OF TITLE | | SHANGHAI November 27, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1</p> <p>(Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  | |
| | | (Authorized Signature) V1 | |



PO # 95578600
Date Created 08/19/2024
Version: 2
Buyer: INMAN, ANNE
Do Not Ship Before: 11/18/2024
Cancel if not Shipped by: 11/25/2024
Must be Routed by: 10/28/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: SHANGHAI , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

732

182,996.34

55,632.00

65.545

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95578600

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776681 | HELENA 4PK CUSHION | 0.00 | CN | 1 | | 366 | 110.00 | 64,683.18 | 12/30/2024 |
| 21012 | H24S0346K | PTIOSETTBL | | | 1 | | 366 | 66.73 | 128,100.00 | |
| 21012001 | NA | CLOSEOUT | | | | | | 350.00 | 49.506 | 479.90 |
| 1 | 481077668100 | | GRM | 14.884 | E1 | | | | | |
| 210 | 810776668 | HELENA SQUARE LAMIN | 0.00 | CN | 1 | | 366 | 42.00 | 22,790.82 | 12/30/2024 |
| 21012 | H24S7408P | PTIOSETTBL | | | 1 | | 366 | 20.27 | 54,896.34 | |
| 21012001 | NA | CLOSEOUT | | | | | | 149.99 | 58.484 | 246.99 |
| 2 | 481077666809 | | GRM | 3.456 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230025

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: HMM DREAM / 056E

Ship on or about: November 29, 2024

Invoice Date.: November 22, 2024

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : ONEU0727779, TCLU7820150, TCLU9642859

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95573222 | 450 EA | 139.500/EA | 62,775.000 |
| SKU No.: 810776141 | 450 CTNS | | |
| OCALA 3PC CHAT SET | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <u>Manufacturer Name & Address</u> JIANGSU HONGBO HOME GOODS CO. LTD NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN NANTONG,, JIANGSU 226600, CHINA | | | |
| Total: | | (450 CTNS) 450 | 62,775.000 |
| TOTAL (USD) DOLLARS : SIXTY-TWO THOUSAND SEVEN HUNDRED SEVENTY-FIVE ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
ONEU0727779/CN29818AM/40H
TCLU7820150/CN29815AM/40H
TCLU9642859/CN29817AM/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
ONEU0727779/CN29818AM/40H
TCLU7820150/CN29815AM/40H
TCLU9642859/CN29817AM/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95573222
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230025

Invoice Date.: November 22, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB SHANGHAI

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: HMM DREAM / 056E

Port of Loading: SHANGHAI

Ship on or about: November 29, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : ONEU0727779, TCLU7820150, TCLU9642859

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM | |
|-----------------------|--------------------|---------------------|--------------------------|-----------|---------|
| P/O No.: 95573222 | 450 EA | 10,980.00 | 14,175.00 | 198.000 | |
| SKU No.: 810776141 | 450 CTNS | | | | |
| OCALA 3PC CHAT SET | No. of Pallet: | | | | |
| HTS Code.: 9401790011 | | | | | |
| Total: | (450 CTNS) | 450 | 10,980.00 | 14,175.00 | 198.000 |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
ONEU0727779/CN29818AM/40H
TCLU7820150/CN29815AM/40H
TCLU9642859/CN29817AM/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
ONEU0727779/CN29818AM/40H
TCLU7820150/CN29815AM/40H
TCLU9642859/CN29817AM/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95573222
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SHA-2402622**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **SHANGHAI** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
S202410230025

Dated: **November 22, 2024**

Date of Receipt of Cargo
November 21, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95573222
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY


SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
ONEU0727779 SEAL# CN29818AM 40H DRY
TCLU7820150 SEAL# CN29815AM 40H DRY
TCLU9642859 SEAL# CN29817AM 40H DRY

OUTDOOR FURNITURE AS PER PO#95573222

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

450 CARTONS 198.000 CBM 14,175.00 KGS
=====

"FREIGHT COLLECT"
SHIPMENT PER S.S. "HMM DREAM" VOY NO. 056E DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT November 29, 2024. CARGO RECEIVED ON November 21, 2024.

| | |
|--|---|
| THIS IS NOT A DOCUMENT OF TITLE | SHANGHAI November 22, 2024 (Place and date of issue.) YUSEN LOGISTICS  As Agent |
| The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only. No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.) | (Authorized Signature) V1 |



PO # 95573222

Date Created 08/16/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/25/2024
Cancel if not Shipped by: 12/02/2024
Must be Routed by: 11/04/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: SHANGHAI , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FORM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

450

179,995.50

62,775.00

45.876

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95573222

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776141 | OCALA 3PC CHAT SET | 0.00 | CN | 1 | | 450 | 139.50 | 97,420.50 | 01/13/2025 |
| 21012 | SH24S2241W | Resin Wick | | | 1 | | 450 | 76.99 | 179,995.50 | |
| 21012005 | Broyhill | | 051 | 0.000 | | | | 399.99 | 45.876 | 599.99 |
| 1 | 481077614107 | | GRM | 15.615 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230026

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: ATLANTA EXPRESS / 002E

Ship on or about: December 10, 2024

Container Number (Factory Load) : BMOU6629918, HAMU3207450, HAMU3237541, HAMU3239673, TCKU6040450, TCLU8090457

Invoice Date.: December 05, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95573223 | 900 EA | 139.500/EA | 125,550.000 |
| SKU No.: 810776141 | 900 CTNS | | |
| OCALA 3PC CHAT SET | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <div>Manufacturer Name & Address</div> <div>JIANGSU HONGBO HOME GOODS CO. LTD NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN NANTONG,, JIANGSU 226600, CHINA</div> | | | |
| Total: (900 CTNS) | | 900 | 125,550.000 |
| TOTAL (USD) DOLLARS : ONE HUNDRED TWENTY-FIVE THOUSAND FIVE HUNDRED FIFTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA

Container No./Seal/Size:

BMOU6629918/HLK0806817/40H
HAMU3207450/HLK0833939/40H
HAMU3237541/HLK0833950/40H
HAMU3239673/HLK0841475/40H
TCKU6040450/HLK0806905/40H
TCLU8090457/HLK0841471/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA

Container No./Seal/Size:

BMOU6629918/HLK0806817/40H
HAMU3207450/HLK0833939/40H
HAMU3237541/HLK0833950/40H
HAMU3239673/HLK0841475/40H
TCKU6040450/HLK0806905/40H
TCLU8090457/HLK0841471/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95573223
SKU#

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230026

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: ATLANTA EXPRESS / 002E

Ship on or about: December 10, 2024

Invoice Date.: December 05, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : BMOU6629918, HAMU3207450, HAMU3237541, HAMU3239673, TCKU6040450, TCLU8090457

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM | |
|-----------------------|--------------------|---------------------|-----------------------|-----------|---------|
| P/O No.: 95573223 | 900 EA | 21,960.00 | 28,350.00 | 396.000 | |
| SKU No.: 810776141 | 900 CTNS | | | | |
| OCALA 3PC CHAT SET | No. of Pallet: | | | | |
| HTS Code.: 9401790011 | | | | | |
| Total: | (900 CTNS) | 900 | 21,960.00 | 28,350.00 | 396.000 |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
BMOU6629918/HLK0806817/40H
HAMU3207450/HLK0833939/40H
HAMU3237541/HLK0833950/40H
HAMU3239673/HLK0841475/40H
TCKU6040450/HLK0806905/40H
TCLU8090457/HLK0841471/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
BMOU6629918/HLK0806817/40H
HAMU3207450/HLK0833939/40H
HAMU3237541/HLK0833950/40H
HAMU3239673/HLK0841475/40H
TCKU6040450/HLK0806905/40H
TCLU8090457/HLK0841471/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95573223
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SHA-2402730**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **SHANGHAI** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
S202410230026

Dated: **December 05, 2024**

Date of Receipt of Cargo
November 30, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95573223
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN

| | | |
|--------------------|-------------------------|----------------|
| HAMU3239673 | SEAL# HLK0841475 | 40H DRY |
| HAMU3207450 | SEAL# HLK0833939 | 40H DRY |
| TCKU6040450 | SEAL# HLK0806905 | 40H DRY |
| BMOU6629918 | SEAL# HLK0806817 | 40H DRY |
| HAMU3237541 | SEAL# HLK0833950 | 40H DRY |
| TCLU8090457 | SEAL# HLK0841471 | 40H DRY |

OUTDOOR FURNITURE AS PER PO#95573223


SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

900 CARTONS 396.000 CBM 28,350.00 KGS

TOTAL : NINE HUNDRED (900) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "ATLANTA EXPRESS" VOY NO. 002E DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT December 10, 2024. CARGO RECEIVED ON November 30, 2024.

| | | | |
|---|--|---|-------------------------|
| THIS IS NOT A DOCUMENT OF TITLE | | SHANGHAI | December 5, 2024 |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1</p> <p>(Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  | |
| | | (Authorized Signature) | V1 |

As Agent



PO # 95573223

Date Created 08/16/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/25/2024
Cancel if not Shipped by: 12/02/2024
Must be Routed by: 11/04/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: SHANGHAI , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

900

359,991.00

125,550.00

45.876

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer' efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer' sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-andcompliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. **Force Majeure.** Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. **Assignment & Subcontracting.** Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. **Entire Agreement.** The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. **No Third-Party Beneficiaries.** Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95573223

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776141 | OCALA 3PC CHAT SET | 0.00 | CN | 1 | | 900 | 139.50 | 194,841.00 | 01/06/2025 |
| 21012 | SH24S2241W | Resin Wick | | | 1 | | 900 | 76.99 | 359,991.00 | |
| 21012005 | Broyhill | | 051 | 0.000 | | | | 399.99 | 45.876 | 599.99 |
| 1 | 481077614107 | | GRM | 15.615 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230027

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: MSC KATIE / 447N

Ship on or about: December 01, 2024

Invoice Date.: November 27, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : GCXU6378095, MRKU3491107

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95573224 | 300 EA | 139.500/EA | 41,850.000 |
| SKU No.: 810776141 | 300 CTNS | | |
| OCALA 3PC CHAT SET | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <div>Manufacturer Name & Address</div> <div>JIANGSU HONGBO HOME GOODS CO. LTD NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN NANTONG,, JIANGSU 226600, CHINA</div> | | | |
| Total: (300 CTNS) | | 300 | 41,850.000 |
| TOTAL (USD) DOLLARS : FORTY-ONE THOUSAND EIGHT HUNDRED FIFTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
GCXU6378095/CN9682242/40H
MRKU3491107/CN9682359/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
GCXU6378095/CN9682242/40H
MRKU3491107/CN9682359/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95573224
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230027

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: MSC KATIE / 447N

Ship on or about: December 01, 2024

Invoice Date.: November 27, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : GCXU6378095, MRKU3491107

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|----------|
| P/O No.: 95573224 | 300 EA | 7,320.00 | 9,450.00 | 134.000 |
| SKU No.: 810776141 | 300 CTNS | | | |
| OCALA 3PC CHAT SET | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (300 CTNS) | 300 | 7,320.00 | 9,450.00 |
| | | | | 134.000 |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
GCXU6378095/CN9682242/40H
MRKU3491107/CN9682359/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
GCXU6378095/CN9682242/40H
MRKU3491107/CN9682359/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95573224
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SHA-2402646**

| | |
|-------------------|---|
| Maker/Supplier : | HOME CREATIONS INC |
| Buyer/Consignee : | DURANT DC, LLC 2306 ENTERPRISE DR, DURANT, OK 74701, USA |
| Shipment From : | SHANGHAI To : DURANT, OK |

| |
|--|
| Maker/Supplier's INVOICE No. S202410230027 |
| Dated: November 27, 2024 |
| Date of Receipt of Cargo November 26, 2024 |

| | | | | |
|--------------|---------------|---------------------------------|--------------------|---------------|
| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95573224
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRA Y 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY


SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
GCXU6378095 SEAL# CN9682242 40H DRY
MRKU3491107 SEAL# CN9682359 40H DRY

OUTDOOR FURNITURE AS PER PO#95573224

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

300 CARTONS 134.000 CBM 9,450.00 KGS
=====

"FREIGHT COLLECT"
SHIPMENT PER S.S. "MSC KATIE" VOY NO. 447N DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT December 1, 2024. CARGO RECEIVED ON November 26, 2024.

| | |
|---|---|
| THIS IS NOT A DOCUMENT OF TITLE | SHANGHAI November 27, 2024 |
| The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only. No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.) | (Place and date of issue.) YUSEN LOGISTICS  As Agent (Authorized Signature) V1 |



PO # 95573224

Date Created 08/16/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/25/2024
Cancel if not Shipped by: 12/02/2024
Must be Routed by: 11/04/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: SHANGHAI , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CRF.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

300

119,997.00

41,850.00

45.876

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

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5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95573224

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776141 | OCALA 3PC CHAT SET | 0.00 | CN | 1 | | 300 | 139.50 | 64,947.00 | 01/13/2025 |
| 21012 | SH24S2241W | Resin Wick | | | 1 | | 300 | 76.99 | 119,997.00 | |
| 21012005 | Broyhill | | 051 | 0.000 | | | | 399.99 | 45.876 | 599.99 |
| 1 | 481077614107 | | GRM | 15.615 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230028

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: MSC KATIE / 447N

Ship on or about: December 01, 2024

Invoice Date.: November 27, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : MRSU5004746

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95642943 | 150 EA | 139.500/EA | 20,925.000 |
| SKU No.: 810776141 | 150 CTNS | | |
| OCALA 3PC CHAT SET | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <u>Manufacturer Name & Address</u> JIANGSU HONGBO HOME GOODS CO. LTD NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN NANTONG,, JIANGSU 226600, CHINA | | | |
| Total: | | (150 CTNS) 150 | 20,925.000 |
| TOTAL (USD) DOLLARS : TWENTY THOUSAND NINE HUNDRED TWENTY-FIVE ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
MRSU5004746/CN9678354/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
MRSU5004746/CN9678354/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95642943
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230028

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: MSC KATIE / 447N

Ship on or about: December 01, 2024

Invoice Date.: November 27, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : MRSU5004746

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|----------|
| P/O No.: 95642943 | 150 EA | 3,660.00 | 4,725.00 | 66.000 |
| SKU No.: 810776141 | 150 CTNS | | | |
| OCALA 3PC CHAT SET | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (150 CTNS) | 150 | 3,660.00 | 4,725.00 |
| | | | | 66.000 |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
MRSU5004746/CN9678354/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
MRSU5004746/CN9678354/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95642943
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SHA-2402645**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **SHANGHAI** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
S202410230028

Dated: **November 27, 2024**

Date of Receipt of Cargo
November 26, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95642943
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
MRSU5004746 **SEAL# CN9678354** **40H DRY**

OUTDOOR FURNITURE AS PER PO#95642943


SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

150 CARTONS **66.000 CBM** **4,725.00 KGS**

TOTAL : ONE HUNDRED FIFTY (150) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "MSC KATIE" VOY NO. 447N DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT December 1, 2024. CARGO RECEIVED ON November 26, 2024.

| | | | |
|---|--|---|----|
| THIS IS NOT A DOCUMENT OF TITLE | | SHANGHAI November 27, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1</p> <p>(Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  | |
| | | (Authorized Signature) | V1 |

As Agent



PO # 95642943

Date Created 10/15/2024
Version: 1
Buyer: INMAN, ANNE
Do Not Ship Before: 11/25/2024
Cancel if not Shipped by: 12/02/2024
Must be Routed by: 11/04/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: SHANGHAI , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hccreations.com

ADDITIONAL COMMENTS

PO replaces :0095573221; Ship only these quantities under the new PO.

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

150

59,998.50

20,925.00

45.876

OFFICE-COPY



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4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



| | |
|--|--|
| AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS. | |
| 27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs. | |



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PO#: 95642943

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|-----------|------------|
| 210 | 810776141 | OCALA 3PC CHAT SET | 0.00 | CN | 1 | | 150 | 139.50 | 32,473.50 | 01/13/2025 |
| 21012 | SH24S2241W | Resin Wick | | | 1 | | 150 | 76.99 | 59,998.50 | |
| 21012005 | Broyhill | | 051 | 0.000 | | | | 399.99 | 45.876 | 599.99 |
| 1 | 481077614107 | | GRM | 15.615 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410230029

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: MSC KATIE / 447N

Ship on or about: December 01, 2024

Invoice Date.: November 27, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : CAAU8128569

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95647144 | 191 EA | 180.000/EA | 34,380.000 |
| SKU No.: 810796888 | 191 CTNS | | |
| ESTANCIA 4PC WICKER | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <u>Manufacturer Name & Address</u> JIANGSU HONGBO HOME GOODS CO. LTD NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN NANTONG,, JIANGSU 226600, CHINA | | | |
| Total: | | (191 CTNS) 191 | 34,380.000 |
| TOTAL (USD) DOLLARS : THIRTY-FOUR THOUSAND THREE HUNDRED EIGHTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
CAAU8128569/CN9683702/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
CAAU8128569/CN9683702/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95647144
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410230029

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: MSC KATIE / 447N

Ship on or about: December 01, 2024

Invoice Date.: November 27, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : CAAU8128569

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM | |
|-----------------------|--------------------|---------------------|--------------------------|----------|--------|
| P/O No.: 95647144 | 191 EA | 7,926.50 | 9,263.50 | 68.000 | |
| SKU No.: 810796888 | 191 CTNS | | | | |
| ESTANCIA 4PC WICKER | No. of Pallet: | | | | |
| HTS Code.: 9401790011 | | | | | |
| Total: | (191 CTNS) | 191 | 7,926.50 | 9,263.50 | 68.000 |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
CAAU8128569/CN9683702/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
CAAU8128569/CN9683702/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95647144
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SHA-2402644**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **SHANGHAI** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
S202410230029

Dated: **November 27, 2024**

Date of Receipt of Cargo
November 26, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95647144
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
CAAU8128569 **SEAL# CN9683702** **40H DRY**

OUTDOOR FURNITURE AS PER PO#95647144


SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

191 CARTONS **68.000 CBM** **9,263.50 KGS**

TOTAL : ONE HUNDRED NINETY-ONE (191) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "MSC KATIE" VOY NO. 447N DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT December 1, 2024. CARGO RECEIVED ON November 26, 2024.

| | | | |
|---|--|---|----|
| THIS IS NOT A DOCUMENT OF TITLE | | SHANGHAI November 27, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1</p> <p>(Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  | |
| | | (Authorized Signature) | V1 |

As Agent



PO # 95647144

Date Created 10/21/2024
Version: 0
Buyer: INMAN, ANNE
Do Not Ship Before: 11/25/2024
Cancel if not Shipped by: 12/02/2024
Must be Routed by: 11/04/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: SHANGHAI , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

191

95,498.09

34,380.00

47.661

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer' efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer' sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-andcompliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. **Force Majeure.** Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. **Assignment & Subcontracting.** Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. **Severability.** Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. **Entire Agreement.** The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. **No Third-Party Beneficiaries.** Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95647144

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|--------|----|--|-----|--------|-----------|------------|
| 210 | 810796888 | ESTANCIA 4PC WICKER | 0.00 | CN | 1 | | 191 | 180.00 | 49,982.79 | 01/13/2025 |
| 21012 | HSVS443V | Resin Wick | | | 1 | | 191 | 81.69 | 95,498.09 | |
| 21012005 | NA | CLOSEOUT | | | | | | 499.99 | 47.661 | 606.00 |
| 1 | 481079688809 | | GRM | 12.602 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410250008

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: COSCO ITALY / 071E

Ship on or about: December 17, 2024

Invoice Date.: December 13, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: LONG BEACH, CA

Destination: LONG BEACH, CA

Container Number (Factory Load) : CCLU5188799, OOLU4310742, OOLU4499750

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95578605 | 336 EA | 42.000/EA | 14,112.000 |
| SKU No.: 810776668 | 336 CTNS | | |
| HELENA SQUARE LAMINATED DINING TABLE | No. of Pallet: | | |
| HTS Code.: 9403200050 | | | |
| P/O No.: 95578605 | 336 EA | 110.000/EA | 36,960.000 |
| SKU No.: 810776681 | 336 CTNS | | |
| HELENA 4PK CUSHION DINING CHAIRS | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <div>Manufacturer Name & Address</div> <div>JIANGSU HONGBO HOME GOODS CO. LTD NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN NANTONG,, JIANGSU 226600, CHINA</div> | | | |
| Total: | | (672 CTNS) 672 | 51,072.000 |
| TOTAL (USD) DOLLARS : FIFTY-ONE THOUSAND SEVENTY-TWO ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA

Container No./Seal/Size:

CCLU5188799/OOLJQM4780/40'
OOLU4310742/OOLJQM4777/40'
OOLU4499750/OOLJQM4774/40'

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA

Container No./Seal/Size:

CCLU5188799/OOLJQM4780/40'
OOLU4310742/OOLJQM4777/40'
OOLU4499750/OOLJQM4774/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95578605
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410250008

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: COSCO ITALY / 071E

Ship on or about: December 17, 2024

Invoice Date.: December 13, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: LONG BEACH, CA

Destination: LONG BEACH, CA

Container Number (Factory Load) : CCLU5188799, OOLU4310742, OOLU4499750

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|--------------------------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95578605 | 336 EA | 7,123.20 | 8,568.00 | 33.000 |
| SKU No.: 810776668 | 336 CTNS | | | |
| HELENA SQUARE LAMINATED DINING TABLE | No. of Pallet: | | | |
| HTS Code.: 9403200050 | | | | |
| P/O No.: 95578605 | 336 EA | 9,676.80 | 11,961.60 | 141.000 |
| SKU No.: 810776681 | 336 CTNS | | | |
| HELENA 4PK CUSHION DINING CHAIRS | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (672 CTNS) | 672 | 16,800.00 | 20,529.60 |
| | | | | 174.000 |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
CCLU5188799/OOLJQM4780/40'
OOLU4310742/OOLJQM4777/40'
OOLU4499750/OOLJQM4774/40'

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
CCLU5188799/OOLJQM4780/40'
OOLU4310742/OOLJQM4777/40'
OOLU4499750/OOLJQM4774/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95578605
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SHA-2402795**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **SHANGHAI** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
S202410250008

Dated: **December 13, 2024**

Date of Receipt of Cargo
December 12, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95578605
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
CCLU5188799 SEAL# OOLJQM4780 40' DRY
OOLU4310742 SEAL# OOLJQM4777 40' DRY
OOLU4499750 SEAL# OOLJQM4774 40' DRY

OUTDOOR FURNITURE AS PER PO#95578605


SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

672 CARTONS 174.000 CBM 20,529.60 KGS

TOTAL : SIX HUNDRED SEVENTY-TWO (672) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "COSCO ITALY" VOY NO. 071E DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT December 17, 2024. CARGO RECEIVED ON December 12, 2024.

| | | | |
|---|--|---|--------------------------|
| THIS IS NOT A DOCUMENT OF TITLE | | SHANGHAI | December 13, 2024 |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1</p> <p>(Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  | |
| | | (Authorized Signature) | V1 |



PO # 95578605
Date Created 08/19/2024
Version: 4
Buyer: INMAN, ANNE
Do Not Ship Before: 12/16/2024
Cancel if not Shipped by: 12/23/2024
Must be Routed by: 11/25/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: SHANGHAI , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

672

167,996.64

51,072.00

65.545

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95578605

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776681 | HELENA 4PK CUSHION | 0.00 | CN | 1 | | 336 | 110.00 | 59,381.28 | 01/27/2025 |
| 21012 | H24S0346K | PTIOSETTBL | | | 1 | | 336 | 66.73 | 117,600.00 | |
| 21012001 | NA | CLOSEOUT | | | | | | 350.00 | 49.506 | 479.90 |
| 1 | 481077668100 | | GRM | 14.884 | E1 | | | | | |
| 210 | 810776668 | HELENA SQUARE LAMIN | 0.00 | CN | 1 | | 336 | 42.00 | 20,922.72 | 01/27/2025 |
| 21012 | H24S7408P | PTIOSETTBL | | | 1 | | 336 | 20.27 | 50,396.64 | |
| 21012001 | NA | CLOSEOUT | | | | | | 149.99 | 58.484 | 246.99 |
| 2 | 481077666809 | | GRM | 3.456 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410250010

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: COSCO ITALY / 071E

Ship on or about: December 17, 2024

Invoice Date.: December 13, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : OOCU4859280, OOLU4315301

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95578611 | 224 EA | 42.000/EA | 9,408.000 |
| SKU No.: 810776668 | 224 CTNS | | |
| HELENA SQUARE LAMINATED DINING TABLE | No. of Pallet: | | |
| HTS Code.: 9403200050 | | | |
| P/O No.: 95578611 | 224 EA | 110.000/EA | 24,640.000 |
| SKU No.: 810776681 | 224 CTNS | | |
| HELENA 4PK CUSHION DINING CHAIRS | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <u>Manufacturer Name & Address</u> JIANGSU HONGBO HOME GOODS CO. LTD NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN NANTONG,, JIANGSU 226600, CHINA | | | |
| Total: | | (448 CTNS) 448 | 34,048.000 |
| TOTAL (USD) DOLLARS : THIRTY-FOUR THOUSAND FORTY-EIGHT ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
OOCU4859280/OOLJQM4768/40'
OOLU4315301/OOLJQM9799/40'

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
OOCU4859280/OOLJQM4768/40'
OOLU4315301/OOLJQM9799/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95578611

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410250010

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB SHANGHAI

Country of Origin: CHINA

Vessel / Voyage: COSCO ITALY / 071E

Ship on or about: December 17, 2024

Invoice Date.: December 13, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: SHANGHAI

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Container Number (Factory Load) : OOCU4859280, OOLU4315301

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|--------------------------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95578611 | 224 EA | 4,748.80 | 5,712.00 | 22.000 |
| SKU No.: 810776668 | 224 CTNS | | | |
| HELENA SQUARE LAMINATED DINING TABLE | No. of Pallet: | | | |
| HTS Code.: 9403200050 | | | | |
| P/O No.: 95578611 | 224 EA | 6,451.20 | 7,974.40 | 94.000 |
| SKU No.: 810776681 | 224 CTNS | | | |
| HELENA 4PK CUSHION DINING CHAIRS | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (448 CTNS) | 448 | 11,200.00 | 13,686.40 |
| | | | | 116.000 |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
OOCU4859280/OOLJQM4768/40'
OOLU4315301/OOLJQM9799/40'

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO. LTD
NO.50 LIAN FA ROAD, BIN HAI NEW AREA, LAO BA GANG, HAI AN
NANTONG, , JIANGSU
226600 CHINA
Container No./Seal/Size:
OOCU4859280/OOLJQM4768/40'
OOLU4315301/OOLJQM9799/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95578611
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SHA-2402794**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **SHANGHAI** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
S202410250010

Dated: **December 13, 2024**

Date of Receipt of Cargo
December 12, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95578611
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
OOCU4859280 SEAL# OOLJQM4768 40' DRY
OOLU4315301 SEAL# OOLJQM9799 40' DRY

OUTDOOR FURNITURE AS PER PO#95578611


SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

448 CARTONS 116.000 CBM 13,686.40 KGS
=====

TOTAL : FOUR HUNDRED FORTY-EIGHT (448) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "COSCO ITALY" VOY NO. 071E DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT December 17, 2024. CARGO RECEIVED ON December 12, 2024.

| | | | |
|---|--|---|--|
| THIS IS NOT A DOCUMENT OF TITLE | | SHANGHAI December 13, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1</p> <p>(Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  As Agent | |
| | | (Authorized Signature) V1 | |



PO # 95578611

Date Created 08/19/2024
Version: 5
Buyer: INMAN, ANNE
Do Not Ship Before: 12/16/2024
Cancel if not Shipped by: 12/23/2024
Must be Routed by: 11/25/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: SHANGHAI , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hccreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

448

111,997.76

34,048.00

65.545

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

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5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods unadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95578611

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|--------|----|--|-----|--------|-----------|------------|
| 210 | 810776681 | HELENA 4PK CUSHION | 0.00 | CN | 1 | | 224 | 110.00 | 39,587.52 | 02/03/2025 |
| 21012 | H24S0346K | PTIOSETTBL | | | 1 | | 224 | 66.73 | 78,400.00 | |
| 21012001 | NA | CLOSEOUT | | | | | | 350.00 | 49.506 | 479.90 |
| 1 | 481077668100 | | GRM | 14.884 | E1 | | | | | |
| 210 | 810776668 | HELENA SQUARE LAMIN | 0.00 | CN | 1 | | 224 | 42.00 | 13,948.48 | 02/03/2025 |
| 21012 | H24S7408P | PTIOSETTBL | | | 1 | | 224 | 20.27 | 33,597.76 | |
| 21012001 | NA | CLOSEOUT | | | | | | 149.99 | 58.484 | 246.99 |
| 2 | 481077666809 | | GRM | 3.456 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410250011

Invoice Date.: November 13, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB NINGBO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: WAN HAI A13 / E004

Port of Loading: NINGBO

Ship on or about: November 17, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : TXGU6524277

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95602141 | 818 EA | 15.750/EA | 12,883.500 |
| SKU No.: 810775687 | 409 CTNS | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <u>Manufacturer Name & Address</u> YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD NO.77 YUGUI ROAD WEST CITY,YONGKANG JINHUA, ZHEJIANG 321300, CHINA | | | |
| Total: (409 CTNS) | | 818 | 12,883.500 |
| TOTAL (USD) DOLLARS : TWELVE THOUSAND EIGHT HUNDRED EIGHTY-THREE AND CENTS FIFTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
TXGU6524277/HLK0629660/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
TXGU6524277/HLK0629660/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602141
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410250011

Invoice Date.: November 13, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB NINGBO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: WAN HAI A13 / E004

Port of Loading: NINGBO

Ship on or about: November 17, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : TXGU6524277

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|----------|
| P/O No.: 95602141 | 818 EA | 6,053.20 | 7,198.40 | 66.000 |
| SKU No.: 810775687 | 409 CTNS | | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (409 CTNS) | 818 | 6,053.20 | 7,198.40 |
| | | | | 66.000 |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
TXGU6524277/HLK0629660/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
TXGU6524277/HLK0629660/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602141
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NBO-2400511**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **NINGBO** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
S202410250011

Dated: **November 13, 2024**

Date of Receipt of Cargo
November 11, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95602141
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY


SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
TXGU6524277 **SEAL# HLK0629660** **40H DRY**

OUTDOOR FURNITURE AS PER PO#95602141

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

409 CARTONS **66.000 CBM** **7,198.40 KGS**
=====

"FREIGHT COLLECT"
SHIPMENT PER S.S. "WAN HAI A13" VOY NO. E004 DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT November 17, 2024. CARGO RECEIVED ON November 11, 2024.

| | | | |
|--|--|---|--|
| THIS IS NOT A DOCUMENT OF TITLE | | NINGBO November 18, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  As Agent | |
| | | (Authorized Signature) V1 | |



PO # 95602141
Date Created 09/06/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/04/2024
Cancel if not Shipped by: 11/11/2024
Must be Routed by: 10/14/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: NINGBO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
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SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

2,454

122,675.46

38,650.50

45.969

OFFICE-COPY

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3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95602141

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|-------|----|--|-------|-------|------------|------------|
| 210 | 810775687 | SLING GRAVITY LOUNG | 0.00 | CN | 2 | | 2,454 | 15.75 | 66,282.54 | 12/23/2024 |
| 21012 | HFTS695J | QUADCHAIRS | | | 2 | | 1,227 | 11.26 | 122,675.46 | |
| 21012018 | Real Living | | | | | | | 49.99 | 45.969 | 89.99 |
| 1 | 481077568707 | | GRM | 5.723 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410280001

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB NINGBO

Country of Origin: CHINA

Vessel / Voyage: WAN HAI A17 / E002

Ship on or about: November 25, 2024

Invoice Date.: November 22, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NINGBO

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : HAMU1681813, HAMU3104410, HLBUE2796648

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|--------------------|--------------------|
| P/O No.: 95602150 | 2,348 EA | 15.750/EA | 36,981.000 |
| SKU No.: 810775687 | 1,174 CTNS | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <u>Manufacturer Name & Address</u> YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD NO.77 YUGUI ROAD WEST CITY,YONGKANG JINHUA, ZHEJIANG 321300, CHINA | | | |
| Total: | | (1,174 CTNS) 2,348 | 36,981.000 |
| TOTAL (USD) DOLLARS : THIRTY-SIX THOUSAND NINE HUNDRED EIGHTY-ONE ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
HAMU1681813/HLK0725878/40H
HAMU3104410/HLK0725880/40H
HLBU2796648/HLK0651530/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
HAMU1681813/HLK0725878/40H
HAMU3104410/HLK0725880/40H
HLBU2796648/HLK0651530/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602150
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410280001

Invoice Date.: November 22, 2024

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB NINGBO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: WAN HAI A17 / E002

Port of Loading: NINGBO

Ship on or about: November 25, 2024

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : HAMU1681813, HAMU3104410, HLBUE2796648

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95602150 | 2,348 EA | 17,375.20 | 20,662.40 | 189.000 |
| SKU No.: 810775687 | 1,174 CTNS | | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (1,174 CTNS) | 2,348 | 17,375.20 | 20,662.40 |
| | | | 189.000 | |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
HAMU1681813/HLK0725878/40H
HAMU3104410/HLK0725880/40H
HLBU2796648/HLK0651530/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
HAMU1681813/HLK0725878/40H
HAMU3104410/HLK0725880/40H
HLBU2796648/HLK0651530/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602150
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NBO-2400523**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **NINGBO** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
S202410280001

Dated: **November 22, 2024**

Date of Receipt of Cargo
November 22, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95602150
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
HAMU1681813 SEAL# HLK0725878 40H DRY
HAMU3104410 SEAL# HLK0725880 40H DRY
HLBU2796648 SEAL# HLK0651530 40H DRY

OUTDOOR FURNITURE AS PER PO#95602150


SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

1,174 CARTONS 189.000 CBM 20,662.40 KGS

TOTAL : ONE THOUSAND ONE HUNDRED SEVENTY-FOUR (1,174) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "WAN HAI A17" VOY NO. E002 DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT November 25, 2024. CARGO RECEIVED ON November 22, 2024.

| | | | |
|--|--|---|--|
| THIS IS NOT A DOCUMENT OF TITLE | | NINGBO November 22, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  | |
| | | (Authorized Signature) V1 | |



PO # 95602150
Date Created 09/06/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/11/2024
Cancel if not Shipped by: 11/18/2024
Must be Routed by: 10/21/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: NINGBO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

4,808

240,351.92

75,726.00

45.969

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95602150

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|-------|----|--|-------|-------|------------|------------|
| 210 | 810775687 | SLING GRAVITY LOUNG | 0.00 | CN | 2 | | 4,808 | 15.75 | 129,864.08 | 12/23/2024 |
| 21012 | HFTS695J | QUADCHAIRS | | | 2 | | 2,404 | 11.26 | 240,351.92 | |
| 21012018 | Real Living | | | | | | | 49.99 | 45.969 | 89.99 |
| 1 | 481077568707 | | GRM | 5.723 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202410280005

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB NINGBO

Country of Origin: CHINA

Vessel / Voyage: COSCO SHIPPING LOTUS / 026E

Ship on or about: November 19, 2024

Invoice Date.: November 13, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: NINGBO

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : CSNU6083933, CSNU6164362

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95602142 | 1,634 EA | 15.750/EA | 25,735.500 |
| SKU No.: 810775687 | 817 CTNS | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <div>Manufacturer Name & Address</div> <div>YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD NO.77 YUGUI ROAD WEST CITY,YONGKANG JINHUA, ZHEJIANG 321300, CHINA</div> | | | |
| Total: | | (817 CTNS) 1,634 | 25,735.500 |
| TOTAL (USD) DOLLARS : TWENTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-FIVE AND CENTS FIFTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)

YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU6083933/OOLJGK6304/40H
CSNU6164362/OOLJGK6305/40H

Container Stuffing Location(Full Name & Address)

YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU6083933/OOLJGK6304/40H
CSNU6164362/OOLJGK6305/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602142
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202410280005

Invoice Date.: November 13, 2024

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB NINGBO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: COSCO SHIPPING LOTUS / 026E

Port of Loading: NINGBO

Ship on or about: November 19, 2024

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : CSNU6083933, CSNU6164362

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95602142 | 1,634 EA | 12,091.60 | 14,379.20 | 132.000 |
| SKU No.: 810775687 | 817 CTNS | | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (817 CTNS) | 1,634 | 12,091.60 | 14,379.20 |
| | | | | 132.000 |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU6083933/OOLJGK6304/40H
CSNU6164362/OOLJGK6305/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
CSNU6083933/OOLJGK6304/40H
CSNU6164362/OOLJGK6305/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602142
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NBO-2400515**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **NINGBO** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
S202410280005

Dated: **November 13, 2024**

Date of Receipt of Cargo
November 11, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95602142
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY


SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
CSNU6083933 SEAL# OOLJGK6304 40H DRY
CSNU6164362 SEAL# OOLJGK6305 40H DRY

OUTDOOR FURNITURE AS PER PO#95602142

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

817 CARTONS 132.000 CBM 14,379.20 KGS
=====

"FREIGHT COLLECT"
SHIPMENT PER S.S. "COSCO SHIPPING LOTUS" VOY NO. 026E DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT November 19, 2024. CARGO RECEIVED ON November 11, 2024.

| | | | |
|---|--|---|--|
| THIS IS NOT A DOCUMENT OF TITLE | | NINGBO November 18, 2024 | |
| The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only. | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  | |
| No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.) | | As Agent (Authorized Signature) V1 | |



PO # 95602142

Date Created 09/06/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/04/2024
Cancel if not Shipped by: 11/11/2024
Must be Routed by: 10/14/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: NINGBO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

3,172

158,568.28

49,959.00

45.969

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer' efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer' sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-andcompliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. **Assignment & Subcontracting.** Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner.

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. **Severability.** Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. **Entire Agreement.** The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. **No Third-Party Beneficiaries.** Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95602142

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|-------|----|--|-------|-------|------------|------------|
| 210 | 810775687 | SLING GRAVITY LOUNG | 0.00 | CN | 2 | | 3,172 | 15.75 | 85,675.72 | 12/16/2024 |
| 21012 | HFTS695J | QUADCHAIRS | | | 2 | | 1,586 | 11.26 | 158,568.28 | |
| 21012018 | Real Living | | | | | | | 49.99 | 45.969 | 89.99 |
| 1 | 481077568707 | | GRM | 5.723 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202411060013

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: COSCO SHIPPING LOTUS / 026E

Ship on or about: November 16, 2024

Container Number (Factory Load) : OOLU9253590

Invoice Date.: November 12, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95575146 | 84 EA | 220.000/EA | 18,480.000 |
| SKU No.: 810776600 | 84 CTNS | | |
| MATARA CORNER SOFA DINING SET | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| <u>Manufacturer Name & Address</u> JIANGSU HONGBO HOME GOODS CO., LTD JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY HEZE, SHANDONG 274601, CHINA | | | |
| Total: | (84 CTNS) | 84 | 18,480.000 |
| TOTAL (USD) DOLLARS : EIGHTEEN THOUSAND FOUR HUNDRED EIGHTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
OOLU9253590/OOLJVZ9253/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
OOLU9253590/OOLJVZ9253/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number
BIG LOTS
STORES

PO#95575146
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202411060013

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: COSCO SHIPPING LOTUS / 026E

Ship on or about: November 16, 2024

Invoice Date.: November 12, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : OOLU9253590

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM | |
|-------------------------------|--------------------|---------------------|--------------------------|----------|--------|
| P/O No.: 95575146 | 84 EA | 5,208.00 | 6,006.00 | 67.000 | |
| SKU No.: 810776600 | 84 CTNS | | | | |
| MATARA CORNER SOFA DINING SET | No. of Pallet: | | | | |
| HTS Code.: 9401790050 | | | | | |
| Total: | (84 CTNS) | 84 | 5,208.00 | 6,006.00 | 67.000 |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
OOLU9253590/OOLJVZ9253/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
OOLU9253590/OOLJVZ9253/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575146
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-TAO-2400543**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **QINGDAO** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
S202411060013

Dated: **November 12, 2024**

Date of Receipt of Cargo
November 11, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95575146
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY


SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
OOLU9253590 **SEAL# OOLJVV253** **40H DRY**

OUTDOOR FURNITURE AS PER PO#95575146

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

84 CARTONS **67.000 CBM** **6,006.00 KGS**
=====

"FREIGHT COLLECT"
SHIPMENT PER S.S. "COSCO SHIPPING LOTUS" VOY NO. 026E DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT November 16, 2024. CARGO RECEIVED ON November 11, 2024.

| | | | |
|--|--|--|--|
| THIS IS NOT A DOCUMENT OF TITLE | | QINGDAO November 26, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  <div>As Agent</div> | |
| | | (Authorized Signature) V1 | |



PO # 95575146

Date Created 08/16/2024
Version: 5
Buyer: INMAN, ANNE
Do Not Ship Before: 12/09/2024
Cancel if not Shipped by: 12/16/2024
Must be Routed by: 11/18/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

924

646,790.76

203,280.00

49.906

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods unadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95575146

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776600 | MATARA CORNER SOFA | 0.00 | CN | 1 | | 924 | 220.00 | 324,000.60 | 01/20/2025 |
| 21012 | SH24S4930X | Resin Wick | | | 1 | | 924 | 130.65 | 646,790.76 | |
| 21012005 | NA | CLOSEOUT | | 0.000 | | | | 699.99 | 49.906 | 997.49 |
| 1 | 481077660005 | | GRM | 28.570 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202411060015

Invoice Date.: November 15, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB QINGDAO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: UMM SALAL / 040E

Port of Loading: QINGDAO

Ship on or about: November 20, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : TGBU6352299

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95575145 | 84 EA | 220.000/EA | 18,480.000 |
| SKU No.: 810776600 | 84 CTNS | | |
| MATARA CORNER SOFA DINING SET | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| <u>Manufacturer Name & Address</u> JIANGSU HONGBO HOME GOODS CO., LTD JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY HEZE, SHANDONG 274601, CHINA | | | |
| Total: | | (84 CTNS) 84 | 18,480.000 |
| TOTAL (USD) DOLLARS : EIGHTEEN THOUSAND FOUR HUNDRED EIGHTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
TGBU6352299/24H1123052/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
TGBU6352299/24H1123052/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202411060015

Invoice Date.: November 15, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB QINGDAO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: UMM SALAL / 040E

Port of Loading: QINGDAO

Ship on or about: November 20, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : TGBU6352299

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-------------------------------|--------------------|---------------------|-----------------------|----------|
| P/O No.: 95575145 | 84 EA | 5,208.00 | 6,006.00 | 67.000 |
| SKU No.: 810776600 | 84 CTNS | | | |
| MATARA CORNER SOFA DINING SET | No. of Pallet: | | | |
| HTS Code.: 9401790050 | | | | |
| Total: | (84 CTNS) | 84 | 5,208.00 | 6,006.00 |
| | | | 67.000 | |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
TGBU6352299/24H1123052/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
TGBU6352299/24H1123052/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-TAO-2400550**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **QINGDAO** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
S202411060015

Dated: **November 15, 2024**

Date of Receipt of Cargo
November 15, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY


SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
TGBU6352299 **SEAL# 24H1125524** **40H DRY**

OUTDOOR FURNITURE AS PER PO#95575145

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

84 CARTONS **67.000 CBM** **6,006.00 KGS**
=====

"FREIGHT COLLECT"
SHIPMENT PER S.S. "UMM SALAL" VOY NO. 040E DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT November 21, 2024. CARGO RECEIVED ON November 15, 2024.

| | | | |
|--|--|---|--|
| THIS IS NOT A DOCUMENT OF TITLE | | QINGDAO November 26, 2024 | |
| The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only. | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  | |
| No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.) | | As Agent (Authorized Signature) V1 | |



PO # 95575145
Date Created 08/16/2024
Version: 4
Buyer: INMAN, ANNE
Do Not Ship Before: 12/02/2024
Cancel if not Shipped by: 12/09/2024
Must be Routed by: 11/11/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

756

529,192.44

166,320.00

49.906

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

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4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95575145

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776600 | MATARA CORNER SOFA | 0.00 | CN | 1 | | 756 | 220.00 | 265,091.40 | 01/20/2025 |
| 21012 | SH24S4930X | Resin Wick | | | 1 | | 756 | 130.65 | 529,192.44 | |
| 21012005 | NA | CLOSEOUT | | 0.000 | | | | 699.99 | 49.906 | 997.49 |
| 1 | 481077660005 | | GRM | 28.570 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202411060016

Invoice Date.: November 13, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB QINGDAO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: ZIM MOUNT RAINIER / 006E

Port of Loading: QINGDAO

Ship on or about: November 18, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : TCKU7084200

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95575145 | 84 EA | 220.000/EA | 18,480.000 |
| SKU No.: 810776600 | 84 CTNS | | |
| MATARA CORNER SOFA DINING SET | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| <u>Manufacturer Name & Address</u> JIANGSU HONGBO HOME GOODS CO., LTD JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY HEZE, SHANDONG 274601, CHINA | | | |
| Total: | | (84 CTNS) 84 | 18,480.000 |
| TOTAL (USD) DOLLARS : EIGHTEEN THOUSAND FOUR HUNDRED EIGHTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
TCKU7084200/CN9403997/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
TCKU7084200/CN9403997/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202411060016

Invoice Date.: November 13, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB QINGDAO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: ZIM MOUNT RAINIER / 006E

Port of Loading: QINGDAO

Ship on or about: November 18, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : TCKU7084200

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-------------------------------|--------------------|---------------------|-----------------------|----------|
| P/O No.: 95575145 | 84 EA | 5,208.00 | 6,006.00 | 67.000 |
| SKU No.: 810776600 | 84 CTNS | | | |
| MATARA CORNER SOFA DINING SET | No. of Pallet: | | | |
| HTS Code.: 9401790050 | | | | |
| Total: | (84 CTNS) | 84 | 5,208.00 | 6,006.00 |
| | | | 67.000 | |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
TCKU7084200/CN9403997/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
TCKU7084200/CN9403997/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-TAO-2400549**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **QINGDAO** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
S202411060016

Dated: **November 13, 2024**

Date of Receipt of Cargo
November 13, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
TCKU7084200 **SEAL# CN9403997** **40H DRY**

OUTDOOR FURNITURE AS PER PO#95575145


SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

84 CARTONS **67.000 CBM** **6,006.00 KGS**
=====

TOTAL : EIGHTY-FOUR (84) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "ZIM MOUNT RAINIER" VOY NO. 006E DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT November 18, 2024. CARGO RECEIVED ON November 13, 2024.

| | | | |
|--|--|--|--|
| THIS IS NOT A DOCUMENT OF TITLE | | QINGDAO November 26, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  <div>As Agent</div> | |
| | | (Authorized Signature) V1 | |



PO # 95575145
Date Created 08/16/2024
Version: 4
Buyer: INMAN, ANNE
Do Not Ship Before: 12/02/2024
Cancel if not Shipped by: 12/09/2024
Must be Routed by: 11/11/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

756

529,192.44

166,320.00

49.906

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95575145

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776600 | MATARA CORNER SOFA | 0.00 | CN | 1 | | 756 | 220.00 | 265,091.40 | 01/20/2025 |
| 21012 | SH24S4930X | Resin Wick | | | 1 | | 756 | 130.65 | 529,192.44 | |
| 21012005 | NA | CLOSEOUT | | 0.000 | | | | 699.99 | 49.906 | 997.49 |
| 1 | 481077660005 | | GRM | 28.570 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202411060017

Invoice Date.: November 12, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB QINGDAO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: AIN SNAN EXPRESS / 0034E

Port of Loading: QINGDAO

Ship on or about: November 15, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : KOCU4251607

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95575145 | 14 EA | 220.000/EA | 3,080.000 |
| SKU No.: 810776600 | 14 CTNS | | |
| MATARA CORNER SOFA DINING SET | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| P/O No.: 95637664 | 288 EA | 44.500/EA | 12,816.000 |
| SKU No.: 810792383 | 288 CTNS | | |
| 3PC ROPE WICKER FOL | No. of Pallet: | | |
| HTS Code.: 9401790025 | | | |
| <div>Manufacturer Name & Address</div> <div>JIANGSU HONGBO HOME GOODS CO., LTD JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY HEZE, SHANDONG 274601, CHINA</div> | | | |
| Total: | | (302 CTNS) 302 | 15,896.000 |
| TOTAL (USD) DOLLARS : FIFTEEN THOUSAND EIGHT HUNDRED NINETY-SIX ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
KOCU4251607/24H0631368/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
KOCU4251607/24H0631368/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575145

SKU#
DEPT#210
MADE IN CHINA
BIG LOTS
STORES

PO#95637664
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202411060017

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: AIN SNAN EXPRESS / 0034E

Ship on or about: November 15, 2024

Container Number (Factory Load) : KOCU4251607

Invoice Date.: November 12, 2024

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-------------------------------|--------------------|---------------------|-----------------------|----------|
| P/O No.: 95575145 | 14 EA | 868.00 | 1,001.00 | 11.000 |
| SKU No.: 810776600 | 14 CTNS | | | |
| MATARA CORNER SOFA DINING SET | No. of Pallet: | | | |
| HTS Code.: 9401790050 | | | | |
| P/O No.: 95637664 | 288 EA | 4,608.00 | 5,644.80 | 45.000 |
| SKU No.: 810792383 | 288 CTNS | | | |
| 3PC ROPE WICKER FOL | No. of Pallet: | | | |
| HTS Code.: 9401790025 | | | | |
| Total: | (302 CTNS) | 302 | 5,476.00 | 6,645.80 |
| | | | | 56.000 |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
KOCU4251607/24H0631368/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
KOCU4251607/24H0631368/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA
BIG LOTS
STORES

PO#95637664
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-TAO-2400541**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **QINGDAO** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
S202411060017

Dated: **November 12, 2024**

Date of Receipt of Cargo
November 08, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

BIG LOTS
STORES

PO#95637664
SKU#
DEPT#210
MADE IN CHINA

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
KOCU4251607 **SEAL# 24H0631368** **40H DRY**

OUTDOOR FURNITURE AS PER PO#95575145

OUTDOOR FURNITURE AS PER PO#95637664

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

302 CARTONS **56.000 CBM** **6,645.80 KGS**

TOTAL : THREE HUNDRED TWO (302) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "AIN SNAN EXPRESS" VOY NO. 0034E DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT November 16, 2024. CARGO RECEIVED ON November 8, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the
YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED
Standard Trading Conditions printed reverse side. Forwarding instructions
can only be cancelled or altered if the original of this document is
surrendered to the Company and then only provided the Company is still
in a position to comply with such cancellation or alteration. Instructions
authorizing disposal by a third party can only be cancelled or altered if the
original of this document is surrendered to the Company, and then only
provided the Company have not yet received instructions under the
original authority. The Company does not act as Carrier but a forwarding
agent only.
No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

QINGDAO **November 28, 2024**

(Place and date of issue.)
YUSEN LOGISTICS



As Agent

(Authorized Signature) **V1**



PO # 95575145

Date Created 08/16/2024
Version: 4
Buyer: INMAN, ANNE
Do Not Ship Before: 12/02/2024
Cancel if not Shipped by: 12/09/2024
Must be Routed by: 11/11/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

756

529,192.44

166,320.00

49.906

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods unadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95575145

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776600 | MATARA CORNER SOFA | 0.00 | CN | 1 | | 756 | 220.00 | 265,091.40 | 01/20/2025 |
| 21012 | SH24S4930X | Resin Wick | | | 1 | | 756 | 130.65 | 529,192.44 | |
| 21012005 | NA | CLOSEOUT | | 0.000 | | | | 699.99 | 49.906 | 997.49 |
| 1 | 481077660005 | | GRM | 28.570 | E1 | | | | | |



PO # 95637664
Date Created 10/11/2024
Version: 1
Buyer: INMAN, ANNE
Do Not Ship Before: 11/11/2024
Cancel if not Shipped by: 11/18/2024
Must be Routed by: 10/21/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

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SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

288

37,437.12

12,816.00

45.996

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

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“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

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“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

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4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95637664

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|-------|----|--|-----|--------|-----------|------------|
| 210 | 810792383 | 3PC ROPE WICKER FOL | 0.00 | CN | 1 | | 288 | 44.50 | 20,217.60 | 12/30/2024 |
| 21012 | HSVS35FE | BISTROSETS | | | 1 | | 288 | 25.70 | 37,437.12 | |
| 21012004 | Real Living | | | | | | | 129.99 | 45.996 | 173.53 |
| 1 | 481079238301 | | GRM | 5.470 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202411120001

Invoice Date.: November 19, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB NINGBO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: AIN SNAN EXPRESS / 034E

Port of Loading: NINGBO

Ship on or about: November 20, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : KOCU4002435

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95602141 | 818 EA | 15.750/EA | 12,883.500 |
| SKU No.: 810775687 | 409 CTNS | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | |
| HTS Code.: 9401790011 | | | |
| <div>Manufacturer Name & Address</div> <div>YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD NO.77 YUGUI ROAD WEST CITY,YONGKANG JINHUA, ZHEJIANG 321300, CHINA</div> | | | |
| Total: | | (409 CTNS) 818 | 12,883.500 |
| TOTAL (USD) DOLLARS : TWELVE THOUSAND EIGHT HUNDRED EIGHTY-THREE AND CENTS FIFTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
KOCU4002435/231639861/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
KOCU4002435/231639861/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602141
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202411120001

Invoice Date.: November 19, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB NINGBO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: AIN SNAN EXPRESS / 034E

Port of Loading: NINGBO

Ship on or about: November 20, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : KOCU4002435

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|----------|
| P/O No.: 95602141 | 818 EA | 6,053.20 | 7,198.40 | 66.000 |
| SKU No.: 810775687 | 409 CTNS | | | |
| SLING GRAVITY LOUNGER | No. of Pallet: | | | |
| HTS Code.: 9401790011 | | | | |
| Total: | (409 CTNS) | 818 | 6,053.20 | 7,198.40 |
| | | | | 66.000 |

Consolidator(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
KOCU4002435/231639861/40H

Container Stuffing Location(Full Name & Address)
YONGKANG YUXIANG ALUMINUM INDUSTRY CO.,LTD
NO.77 YUGUI ROAD WEST CITY,YONGKANG
JINHUA , ZHEJIANG
321300 CHINA
Container No./Seal/Size:
KOCU4002435/231639861/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95602141
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-NBO-2400517**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **NINGBO** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
S202411120001

Dated: **November 19, 2024**

Date of Receipt of Cargo
November 19, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95602141
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY


SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
KOCU4002435 **SEAL# 231639861** **40H DRY**

OUTDOOR FURNITURE AS PER PO#95602141

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

409 CARTONS **66.000 CBM** **7,198.40 KGS**
=====

"FREIGHT COLLECT"
SHIPMENT PER S.S. "AIN SNAN EXPRESS" VOY NO. 034E DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT November 20, 2024. CARGO RECEIVED ON November 19, 2024.

| | | | |
|--|--|--|--|
| THIS IS NOT A DOCUMENT OF TITLE | | NINGBO November 19, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  <div>As Agent</div> | |
| | | (Authorized Signature) V1 | |



PO # 95602141
Date Created 09/06/2024
Version: 3
Buyer: INMAN, ANNE
Do Not Ship Before: 11/04/2024
Cancel if not Shipped by: 11/11/2024
Must be Routed by: 10/14/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: NINGBO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

2,454

122,675.46

38,650.50

45.969

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods unadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95602141

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|---------------------|------|-------|----|--|-------|-------|------------|------------|
| 210 | 810775687 | SLING GRAVITY LOUNG | 0.00 | CN | 2 | | 2,454 | 15.75 | 66,282.54 | 12/23/2024 |
| 21012 | HFTS695J | QUADCHAIRS | | | 2 | | 1,227 | 11.26 | 122,675.46 | |
| 21012018 | Real Living | | | | | | | 49.99 | 45.969 | 89.99 |
| 1 | 481077568707 | | GRM | 5.723 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202411150001

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: UNAYZAH EXPRESS / 034E

Ship on or about: December 04, 2024

Invoice Date.: December 02, 2024

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : FDCU0358397, NYKU4880876, ONEU1595213, ONEU1914413, TCLU8636018

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|--|-----------------|------------------|--------------------|
| P/O No.: 95575145 | 252 EA | 220.000/EA | 55,440.000 |
| SKU No.: 810776600 | 252 CTNS | | |
| MATARA CORNER SOFA | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| P/O No.: 95575145 | 70 EA | 220.000/EA | 15,400.000 |
| SKU No.: 810776600 | 70 CTNS | | |
| MATARA CORNER SOFA | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| P/O No.: 95575145 | 84 EA | 220.000/EA | 18,480.000 |
| SKU No.: 810776600 | 84 CTNS | | |
| MATARA CORNER SOFA DINING SET | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| <div>Manufacturer Name & Address</div> <div>JIANGSU HONGBO HOME GOODS CO., LTD JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY HEZE, SHANDONG 274601, CHINA</div> | | | |
| Total: (406 CTNS) | | 406 | 89,320.000 |
| TOTAL (USD) DOLLARS : EIGHTY-NINE THOUSAND THREE HUNDRED TWENTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
FDCU0358397/CN39448AR/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
FDCU0358397/CN39448AR/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA
BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA
BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA
BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202411150001

Invoice Date.: December 02, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB QINGDAO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: UNAYZAH EXPRESS / 034E

Port of Loading: QINGDAO

Ship on or about: December 04, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : FDCU0358397, NYKU4880876, ONEU1595213, ONEU1914413, TCLU8636018

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM | |
|-------------------------------|--------------------|---------------------|--------------------------|-----------|---------|
| P/O No.: 95575145 | 252 EA | 15,624.00 | 18,018.00 | 201.000 | |
| SKU No.: 810776600 | 252 CTNS | | | | |
| MATARA CORNER SOFA | No. of Pallet: | | | | |
| HTS Code.: 9401790050 | | | | | |
| P/O No.: 95575145 | 70 EA | 4,340.00 | 5,005.00 | 56.000 | |
| SKU No.: 810776600 | 70 CTNS | | | | |
| MATARA CORNER SOFA | No. of Pallet: | | | | |
| HTS Code.: 9401790050 | | | | | |
| P/O No.: 95575145 | 84 EA | 5,208.00 | 6,006.00 | 67.000 | |
| SKU No.: 810776600 | 84 CTNS | | | | |
| MATARA CORNER SOFA DINING SET | No. of Pallet: | | | | |
| HTS Code.: 9401790050 | | | | | |
| Total: | (406 CTNS) | 406 | 25,172.00 | 29,029.00 | 324.000 |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
FDCU0358397/CN39448AR/40H
NYKU4880876/CN39441AR/40H
ONEU1595213/CN39443AR/40H
ONEU1914413/CN32925AR/40H
TCLU8636018/CN39357AR/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
FDCU0358397/CN39448AR/40H
NYKU4880876/CN39441AR/40H
ONEU1595213/CN39443AR/40H
ONEU1914413/CN32925AR/40H
TCLU8636018/CN39357AR/40H

Carton Marks And Number

BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA
BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA
BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA
BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-TAO-2400577**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **QINGDAO** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
S202411150001

Dated: **December 02, 2024**

Date of Receipt of Cargo
November 29, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95575145
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

| | | | |
|---------------------------------------|--------------|------------------|----------------|
| SHIPPER'S LOAD, COUNT AND SEAL | | | |
| SAID TO CONTAIN | | | |
| FDCU0358397 | SEAL# | CN39448AR | 40H DRY |
| NYKU4880876 | SEAL# | CN39441AR | 40H DRY |
| ONEU1595213 | SEAL# | CN39443AR | 40H DRY |
| ONEU1914413 | SEAL# | CN32925AR | 40H DRY |
| TCLU8636018 | SEAL# | CN39357AR | 40H DRY |

OUTDOOR FURNITURE AS PER PO#95575145


SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

406 CARTONS **324.000 CBM** **29,029.00 KGS**

TOTAL : FOUR HUNDRED SIX (406) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "UNAYZAH EXPRESS" VOY NO. 034E DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT December 8, 2024. CARGO RECEIVED ON November 29, 2024.

| | | | |
|--|--|---|-------------------------|
| THIS IS NOT A DOCUMENT OF TITLE | | QINGDAO | December 2, 2024 |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  | |
| | | (Authorized Signature) | V1 |



PO # 95575145
Date Created 08/16/2024
Version: 4
Buyer: INMAN, ANNE
Do Not Ship Before: 12/02/2024
Cancel if not Shipped by: 12/09/2024
Must be Routed by: 11/11/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hccreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

756

529,192.44

166,320.00

49.906

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95575145

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776600 | MATARA CORNER SOFA | 0.00 | CN | 1 | | 756 | 220.00 | 265,091.40 | 01/20/2025 |
| 21012 | SH24S4930X | Resin Wick | | | 1 | | 756 | 130.65 | 529,192.44 | |
| 21012005 | NA | CLOSEOUT | | 0.000 | | | | 699.99 | 49.906 | 997.49 |
| 1 | 481077660005 | | GRM | 28.570 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202411150003

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: EVER FORE / 1192E

Ship on or about: December 14, 2024

Invoice Date.: December 09, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : OOCU7292224, OOLU9770611, OOLU9955657

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95575146 | 252 EA | 220.000/EA | 55,440.000 |
| SKU No.: 810776600 | 252 CTNS | | |
| MATARA CORNER SOFA | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| <u>Manufacturer Name & Address</u> | | | |
| JIANGSU HONGBO HOME GOODS CO., LTD JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY HEZE, SHANDONG 274601, CHINA | | | |
| Total: | | (252 CTNS) 252 | 55,440.000 |
| TOTAL (USD) DOLLARS : FIFTY-FIVE THOUSAND FOUR HUNDRED FORTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
OOCU7292224/OOLJVZ7780/40H
OOLU9770611/OOLJVV3383/40H
OOLU9955657/OOLJVX2648/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
OOCU7292224/OOLJVZ7780/40H
OOLU9770611/OOLJVV3383/40H
OOLU9955657/OOLJVX2648/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575146
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202411150003

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: EVER FORE / 1192E

Ship on or about: December 14, 2024

Invoice Date.: December 09, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : OOCU7292224, OOLU9770611, OOLU9955657

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-----------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95575146 | 252 EA | 15,624.00 | 18,018.00 | 201.000 |
| SKU No.: 810776600 | 252 CTNS | | | |
| MATARA CORNER SOFA | No. of Pallet: | | | |
| HTS Code.: 9401790050 | | | | |
| Total: | (252 CTNS) | 252 | 15,624.00 | 18,018.00 |
| | | | | 201.000 |

Consolidator(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
OOCU7292224/OOLJVZ7780/40H
OOLU9770611/OOLJVV3383/40H
OOLU9955657/OOLJVB2648/40H

Container Stuffing Location(Full Name & Address)

JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
OOCU7292224/OOLJVZ7780/40H
OOLU9770611/OOLJVV3383/40H
OOLU9955657/OOLJVB2648/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575146
SKU#
DEPT#210
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-TAO-2400593**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **QINGDAO** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
S202411150003

Dated: **December 09, 2024**

Date of Receipt of Cargo
December 09, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95575146
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
OOCU7292224 SEAL# OOLJVZ7780 40H DRY
OOLU9770611 SEAL# OOLJWV3383 40H DRY
OOLU9955657 SEAL# OOLJVX2648 40H DRY


OUTDOOR FURNITURE AS PER PO#95575146

SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

252 CARTONS 201.000 CBM 18,018.00 KGS
=====

"FREIGHT COLLECT"

SHIPMENT PER S.S. "EVER FORE" VOY NO. 1192E DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT December 14, 2024. CARGO RECEIVED ON December 9, 2024.

| | | | |
|---|--|---|----|
| THIS IS NOT A DOCUMENT OF TITLE | | QINGDAO December 9, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1</p> <p>(Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  | |
| | | (Authorized Signature) | V1 |



PO # 95575146

Date Created 08/16/2024
Version: 5
Buyer: INMAN, ANNE
Do Not Ship Before: 12/09/2024
Cancel if not Shipped by: 12/16/2024
Must be Routed by: 11/18/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

924

646,790.76

203,280.00

49.906

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95575146

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776600 | MATARA CORNER SOFA | 0.00 | CN | 1 | | 924 | 220.00 | 324,000.60 | 01/20/2025 |
| 21012 | SH24S4930X | Resin Wick | | | 1 | | 924 | 130.65 | 646,790.76 | |
| 21012005 | NA | CLOSEOUT | | 0.000 | | | | 699.99 | 49.906 | 997.49 |
| 1 | 481077660005 | | GRM | 28.570 | E1 | | | | | |

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

INVOICE

Invoice No.: S202411150004

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: MAERSK SKARSTIND / 450E

Ship on or about: December 12, 2024

Invoice Date.: December 09, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: BALTIMORE, MD

Destination: TREMONT, PA

Container Number (Factory Load) : MRKU2574249, MRSU3700405, MRSU4639300, UETU5031900

| Cargo Description | Quantity (Unit) | Unit Price (USD) | Total Amount (USD) |
|---|-----------------|------------------|--------------------|
| P/O No.: 95575146 | 168 EA | 220.000/EA | 36,960.000 |
| SKU No.: 810776600 | 168 CTNS | | |
| MATARA CORNER SOFA DINING SET | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| P/O No.: 95575146 | 168 EA | 220.000/EA | 36,960.000 |
| SKU No.: 810776600 | 168 CTNS | | |
| MATARA CORNER SOFA | No. of Pallet: | | |
| HTS Code.: 9401790050 | | | |
| <u>Manufacturer Name & Address</u> JIANGSU HONGBO HOME GOODS CO., LTD JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY HEZE, SHANDONG 274601, CHINA | | | |
| Total: | | (336 CTNS) 336 | 73,920.000 |
| TOTAL (USD) DOLLARS : SEVENTY-THREE THOUSAND NINE HUNDRED TWENTY ONLY. | | | |
| | | | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
MRKU2574249/CN0989445/40H
MRSU3700405/CN0989541/40H
MRSU4639300/CN0983652/40H
UETU5031900/CN0980206/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
MRKU2574249/CN0989445/40H
MRSU3700405/CN0989541/40H
MRSU4639300/CN0983652/40H
UETU5031900/CN0980206/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

PO#95575146
SKU#
DEPT#210
MADE IN CHINA

ROOM A-522,NO.188 YESHENG ROAD, , LIN-GANG SPECIAL AREA,CHINA(SHANGHAI)PILOT, , SHANGHAI, SHANGHAI, 201308, CHINA

PACKING LIST

Invoice No.: S202411150004

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB QINGDAO

Country of Origin: CHINA

Vessel / Voyage: MAERSK SKARSTIND / 450E

Ship on or about: December 12, 2024

Invoice Date.: December 09, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: QINGDAO

Port of Entry: BALTIMORE, MD

Destination: TREMONT, PA

Container Number (Factory Load) : MRKU2574249, MRSU3700405, MRSU4639300, UETU5031900

| Cargo Description | Quantity (Unit) | Net Weight (KGS) | Gross Weight (KGS) | CBM |
|-------------------------------|--------------------|---------------------|-----------------------|-----------|
| P/O No.: 95575146 | 168 EA | 10,416.00 | 12,012.00 | 134.000 |
| SKU No.: 810776600 | 168 CTNS | | | |
| MATARA CORNER SOFA DINING SET | No. of Pallet: | | | |
| HTS Code.: 9401790050 | | | | |
| P/O No.: 95575146 | 168 EA | 10,416.00 | 12,012.00 | 134.000 |
| SKU No.: 810776600 | 168 CTNS | | | |
| MATARA CORNER SOFA | No. of Pallet: | | | |
| HTS Code.: 9401790050 | | | | |
| Total: | (336 CTNS) | 336 | 20,832.00 | 24,024.00 |
| | | | 268.000 | |

Consolidator(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
MRKU2574249/CN0989445/40H
MRSU3700405/CN0989541/40H
MRSU4639300/CN0983652/40H
UETU5031900/CN0980206/40H

Container Stuffing Location(Full Name & Address)
JIANGSU HONGBO HOME GOODS CO., LTD
JISHAN INDUSTRIAL PARK, JISHAN TOWN, JUANCHENG
COUNTRY
HEZE , SHANDONG
274601 CHINA
Container No./Seal/Size:
MRKU2574249/CN0989445/40H
MRSU3700405/CN0989541/40H
MRSU4639300/CN0983652/40H
UETU5031900/CN0980206/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#95575146
SKU#

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-TAO-2400592**

Maker/Supplier : **HOME CREATIONS INC**

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **QINGDAO** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
S202411150004

Dated: **December 09, 2024**

Date of Receipt of Cargo
December 06, 2024

| Marks & Nos. | Nos. of P'kgs | Supplier's description of goods | Measurement (cbm.) | Weight (kgs.) |
|--------------|---------------|---------------------------------|--------------------|---------------|
|--------------|---------------|---------------------------------|--------------------|---------------|

BIG LOTS
STORES

PO#95575146
SKU#
DEPT#210
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

| | | | |
|---------------------------------------|--------------|------------------|----------------|
| SHIPPER'S LOAD, COUNT AND SEAL | | | |
| SAID TO CONTAIN | | | |
| MRKU2574249 | SEAL# | CN0989445 | 40H DRY |
| MRSU3700405 | SEAL# | CN0989541 | 40H DRY |
| MRSU4639300 | SEAL# | CN0983652 | 40H DRY |
| UETU5031900 | SEAL# | CN0980206 | 40H DRY |

OUTDOOR FURNITURE AS PER PO#95575146


SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

336 CARTONS **268.000 CBM** **24,024.00 KGS**

TOTAL : THREE HUNDRED THIRTY-SIX (336) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "MAERSK SKARSTIND" VOY NO. 450E DISCHARGED AT BALTIMORE, MD
SAILING ON / ABOUT December 12, 2024. CARGO RECEIVED ON December 6, 2024.

| | | | |
|--|--|---|----|
| THIS IS NOT A DOCUMENT OF TITLE | | QINGDAO December 9, 2024 | |
| <p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p> | | (Place and date of issue.) YUSEN LOGISTICS | |
| | |  | |
| | | (Authorized Signature) | V1 |

As Agent



PO # 95575146

Date Created 08/16/2024
Version: 5
Buyer: INMAN, ANNE
Do Not Ship Before: 12/09/2024
Cancel if not Shipped by: 12/16/2024
Must be Routed by: 11/18/2024
Payment Terms: Wire Transfer + 30 days
Freight Terms: Collect
FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5005944

HOME CREATIONS INC
HELEN HUANG
2ND FLOOR,BUILDING 1,NO.88 SHUANG LIAN
201700 ROAD, QING PU DISTRICT, SHANGHAI
CHINA

Contact: HELEN HUANG
Telephone: 86-13817575231 Fax
E-Mail: sales@hcicreations.com

ADDITIONAL COMMENTS

TT 30 DAYS FROM THE FCR

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

924

646,790.76

203,280.00

49.906

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95575146

Page 6 of 6

| Dept | Article | Article Description | Size | Country of Origin | Master | | Total Units | Cost | Ext. Cost | Delivery Date |
|------------|---------|-----------------------|--------------|-------------------|-------------|-------------|--------------|------------|-------------|---------------|
| Class | MFG# | Merch Cat Description | | Dangerous Goods | Inner | Package Art | # of Cartons | Additional | Ext. Retail | Promo Event |
| Merch. Cat | Brand | Merchandise. Type | Release Week | CS Weight | | | | Retail | IMU | Compare TO |
| Line Item# | UPC | Expiration Date | Goods Class | CS Cube | Ticket Type | | EAS Tag | PDQ Pkg | | |

| | | | | | | | | | | |
|----------|--------------|--------------------|------|--------|----|--|-----|--------|------------|------------|
| 210 | 810776600 | MATARA CORNER SOFA | 0.00 | CN | 1 | | 924 | 220.00 | 324,000.60 | 01/20/2025 |
| 21012 | SH24S4930X | Resin Wick | | | 1 | | 924 | 130.65 | 646,790.76 | |
| 21012005 | NA | CLOSEOUT | | 0.000 | | | | 699.99 | 49.906 | 997.49 |
| 1 | 481077660005 | | GRM | 28.570 | E1 | | | | | |